VOLUME II

TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, [redacted] 1959

No. [redacted] 35

NICHOLAS A. STIRONE, PETITIONER,

vs.

UNITED STATES OF AMERICA.

[redacted] OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

PETITION FOR CERTIORARI FILED FEBRUARY 24, 1959
CERTIORARI GRANTED APRIL 27, 1959

TABLE OF CONTENTS

Government's Evidence

	Direct	Cross
Joseph V. Moreschi	341a	
Mrs. Jeanne A. Rider		358a
Nicholas A. Stirone	360a	361a
Robert O. Dierker	459a	
Albert L. Buncher	461a	
Jack George Buncher	484a	
Government's Closing	490a	
Exhibit No. 10 Purchase Order	513a	
Government's Opening	516a	

	Original	Print
Proceedings in U.S.C.A. for the Third Circuit	527	527
Opinion, Goodrich, J.	527	527
Dissenting opinion, Hastie, J.	536	535
Judgment	541	539
Motion for extension of time within which petition for rehearing may be filed	543	540
Order extending time to file petition for rehearing	545	541
Petition for rehearing	546	541
Answer to appellant's petition for rehearing	562	552
Per curiam opinion on rehearing	564	553
Dissenting opinion on rehearing, Biggs, Ch.J.	564	554
Order denying petition for rehearing	566	555
Order staying issuance of mandate	567	555
Clerk's certificate (omitted in printing)	568	555
Order allowing certiorari	569	556

INTRODUCTION BY COUNSEL FOR APPELLANT

While working on Appellant's Brief, counsel for appellant found that a proper presentation of appellant's case required reference in the brief to some portions of the transcript of testimony which had not been printed in appellant's Appendix.

Accordingly Volume II of appellant's appendix has been printed and is submitted herewith for the sole purpose of placing such portions of the trial transcript before this Court in proper form.

One unfortunate result of this is that the contents of Volume II of appellant's Appendix are not arranged chronologically in relation to the contents of Volume I. Counsel has tried to remedy this by italicized remarks enclosed in brackets at the head of each separate part of Volume II.

[*Chronologically this should come immediately after the last answer at 36a.*]

Q. How long have you been connected with the Hod Carriers?

A. Oh, over a half century.

Q. Over 50 years.

MR. CASEY: If the Court please, I would ask counsel for the Government to make an offer at Side Bar as to the purpose of this witness.

AT SIDE BAR

MR. TEITELBAUM: I am going to show by this witness this man's position in the labor organization, what his position is, the status of the movement, what the Laborers' District Council is, what they do, to show Mr. Stirone's local labor position.

MR. CASEY: Subject to cross examination as to the qualifications as far as the local district is concerned.

THE COURT: Oh, certainly.

MR. TEITELBAUM: He said he was International president.

MR. CASEY: Anything about that, with the International, I have no objection.

IN OPEN COURT

Q. How long have you been the president?

A. Since 1926.

Q. You were International president since 1926?

A. Yes, sir.

Q. When you took over in 1926, it was a rather small union, wasn't it?

A. Pretty small.

Q. Was there any chapter here in Pittsburgh or any local here in Pittsburgh?

A. Yes, sir.

Q. What local was here?

A. Oh, there's Local 11, 226, not only McKeesport.

Q. Was 1058 here?

A. No, sir. 1058 is a heavy construction organization which was organized in the latter years since the N.R.A.

Q. Much of the organization was built and the membership was increased under your tutelage, is that right?

MR. CASEY: That is objected to as leading.

THE COURT: It is leading, Mr. Teitelbaum.

MR. TEITELBAUM: All right.

Q. Who was the leader of the Hod Carriers during the period from 1926 when it was a small union until today?

A. Well, it was with the cooperation of my assistants and the local.

Q. And who was the leader?

A. Well, I was the chairman.

Q. You were the chairman. Was your office always in Washington?

A. No, sir.

Q. Where was it before that?

A. In Quincy, Massachusetts. We moved to Washington in '40.

Q. Then it was in Chicago too for a while or what?

A. No, our office was never in Chicago.

Q. How long have you known the defendant, Nicholas Stirone?

A. About 30 years.

Q. You are his superior, aren't you?

A. Well, I am a chairman, the director.

Q. So you are the man in the national line above him, is that right? Or are you?

MR. CASEY: That is objected to as leading.

THE COURT: It is leading, Mr. Teitelbaum.

Q. Who is Mr. Stirone's superior in the Hod Carriers' Union?

A. Well, I am the chairman of the General Executive Board and I carry out the instruction of that Board.

BY THE COURT:

Q. That still doesn't answer the question. Are you his superior or aren't you?

A. Just now, he is just a member and an officer of the local. He is not connected with the International so at present I am not.

BY MR. TEITELBAUM:

Q. Was he ever anything beside that?

A. Yes, he's been our general representative.

Q. Where was he your general representative?

A. From '28 to '44.

Q. In 1928, where was your general representative?

A. District of Jersey, New York.

Q. He was your representative there?

A. He was a consultant conciliator for the International.

Q. What was his title in the International?

A. Consultant and conciliator.

Q. Consultant-conciliator. When did he leave New Jersey?

MR. CASEY: That is objected to as immaterial.

THE COURT: Objection overruled.

A. I'd say around '35 or '36, I'd say about that.

Q. Where did he go?

A. He came to Pittsburgh.

Q. Now, he had been with you abroad, had he not? Had he been?

A. Oh, it was a delegation selected to go to the English Congress and he was one of them.

Q. How many delegates were there?

A. I don't know. There's seven or eight.

Q. Were you one of them?

A. Yes, sir.

Q. Was Nicholas Stirone one of them?

A. Well, he was just a co-delegate.

Q. A co-delegate?

A. He was not the directly appointed delegate.

Q. Who was the directly appointed delegate?

A. I was selected by the American Federation of Labor.

Q. Who selected Mr. Stirone?

A. It's just by consent of all of us, the Board.

Q. Who selected him?

A. It was just a consent selected by the Board and the Administration.

Q. The Board of what?

A. General Executive Board.

MR. CASEY: I object to the line of questioning as being immaterial and irrelevant.

THE COURT: I have already overruled the objection, Mr. Casey.

Q. In other words, the Board of Governors of the Hod Carriers or of the A.F. of L?

A. Of our own, my International.

Q. Your International elected him?

A. They did not elect him. It was understood by ourselves. We wanted a co-delegate.

Q. So he went with you on that convention?

A. Yes.

Q. Then when he came back, he moved to Pittsburgh?

A. No, that was in '31.

Q. That was in '31.

A. He came to Pittsburgh about four, five years later.

Q. Who ordered him transferred from Jersey to Pittsburgh?

A. We transferred him.

Q. "We" is who?

A. The International.

Q. The International decided that?

A. Yes, sir.

Q. When you say that, are you talking about you or you and your Board?

A. The International as a whole. The Administration.

Q. What was his job to be in Pittsburgh?

A. To organize the heavy construction workers because it was unorganized and the highways and streets.

Q. And what was his title when he came to Pittsburgh?

A. Consultant-conciliator.

Q. As consultant-conciliator, that means his job was to organize the local union?

A. Organize the industry or local unions, form if there isn't any.

Q. Under whose instructions was he then?

A. The General Office.

Q. Who supervised his work?

A. I did.

Q. You sent him here to Pittsburgh to organize?

A. Yes, sir.

Q. How big an area did you give him to organize?

A. Well, it's one of the things when you get in here, you are generally according to the contractual set-up and

the limited district of the contractors, that's how the area works out itself.

Q. What was his area?

A. It was trying to organize the heavy construction in Pittsburgh. I understood it extended to 33 counties now.

Q. When you first sent him in here, did it extend to 33 counties?

A. No, it was just for Allegheny County and it gradually spread out.

Q. Did you send him up to Johnstown to take over a local union up there?

A. There was a dispute there long before he went over there to help to correct it. He didn't take anybody over.

Q. You knew Mr. Russell, didn't you?

A. I met him once or twice.

Q. Mr. Russell was what?

A. I think he was the business agent in Youngstown, Local 508.

Q. Did you ever know Mr. Russell as one of the men in Johnstown?

A. I think that's where he comes from.

MR. CASEY: I object to this line of questioning as not being within the province of the offer as made by the United States District Attorney at Side bar.

MR. TEITELBAUM: I am trying to show the scope of his activities which is exactly what I offered at Side Bar.

MR. CASEY: I'll have to have my memory refreshed on that. I might be wrong.

THE COURT: Objection is overruled.

Q. When you said Youngstown, did you mean Johnstown?

A. That's what I meant, Johnstown.

Q. Did you give instructions to Mr. Stirone to go up there and take over the union in Johnstown?

A. No, sir, I just sent him there to help to straighten out their internal affairs.

Q. Did he have authority to take over the union up there?

A. No, sir.

Q. Did he have authority to remove Mr. Russell from office?

A. No, sir.

Q. Who would have that kind of authority?

A. It has to come from the general office.

Q. Did you do it?

A. I don't remember the case just exactly.

Q. You don't remember whether you did it or not. Did you ever give Mr. Stirone authority over the whole area?

A. No, sir.

Q. Did you order a District Council to be organized?

A. The District Council had been existing long before Stirone came here.

Q. What is the District Council, Mr. Moreschi?

A. The District Council of Hod Carriers?

Q. Yes.

A. Hod Carriers, Building and Common Laborers' Union of America.

Q. What do they do?

A. They unify the locals and work together to protect the interests of the local, enter collective bargaining in a wider scope of area to bring better understanding between our men and the employers.

Q. Does the District Council do the wage negotiations or does the local do it?

A. There's different areas the Council does and other areas sub-groups of the Council bargains in their own territory.

(Constitution of International Hod Carriers, Building, and Common Laborers Union of America marked Government's Exhibit No. 6.)

Q. I show you now what has been marked as Government's Exhibit No. 6 and ask you if you recognize what that is?

A. It's the Constitution of the International Hod Carriers, Building and Common Laborers' Union of America, not the latest revised.

Q. No, no, that's a '51 copy?

A. That's right.

Q. Does this Constitution under Article 13 set forth the way the District Councils are set up and what they are for?

A. Yes, sir.

Q. That's in that Constitution, the way it's set up, isn't it?

A. Yes, sir.

Q. I read from Section 7.

MR. CASEY: Just a minute, please.

MR. TEITELBAUM: I want to read it to him and ask him if this is the way it's done in this district. Do you have any objection?

MR. CASEY: No, you ask him that first. I have no objection if he knows.

Q. "The District Council shall have jurisdiction, supervision and control over all matters relating to agreements with employers for work within its territorial jurisdiction but not over the National, Regional or Area agreements (which are within the jurisdiction of the General President and General Secretary-Treasurer) and of all things incidental to such agreements, i.e., wages, hours and working conditions." Is that what the District Council here in Pittsburgh has always done?

MR. CASEY: If the Court please—

A. I can't answer that exactly.

MR. CASEY: Objected to as leading.

A. As I noted this morning, this employer said he only bargains for eleven counties out of 33 while another employer said he bargains for the whole 33. That's the custom.

Q. Mr. Moreschi, we are only talking about the District Council of Hod Carriers?

A. I am talking about the same thing.

Q. Are they the same ones that Mr. Tejan, the first witness, was talking about?

A. Yes, sir.

Q. The 33 counties?

A. Yes.

Q. Let me ask you this—

A. These contractors have limited jurisdiction in the territory; from their own organization they have to deal within that limited area.

Q. I mean, I don't want to get into whether you are mistaken on that or not. I am not trying to do anything like that.

MR. CASEY: Do you think he is mistaken on that?

MR. TEITELBAUM: The man obviously, if the Court will—I am sure everybody will recall that Mr. Tejan said he dealt with a separate council and not with the Laborers' District Council. He dealt with the Heavy Engineering Council. I carefully asked him if those two were the same and he said no.

Q. Now, the District Council, is its general responsibilities, as I read to you out of your Constitution?

A. As I stated, yes, sir.

Q. That's what they are supposed to do, is that right?

A. There is limited jurisdiction of territorial contracts that would have to follow that rule.

Q. Within the limits of the 11 counties here, is this what they do?

A. In the 11 counties, yes, sir.

Q. And Mr. Stirone is—what title does he have?

A. He is the president of the Council.

Q. He is the president of the Local Council?

A. Yes, sir.

Q. Has been ever since it was organized?

A. I couldn't say that. No, not since it's organized.

Q. Has he been head of it ever since he came to Pittsburgh?

A. I couldn't answer that.

Q. You don't know?

A. I'd have to check the records.

Q. About a six-month period he wasn't in the union, is that right?

A. Sir?

Q. About a six-month period back in '44 he wasn't in the union at all, is that right?

A. He was in the union.

Q. Was he active? Did he have offices?

A. I guess he was active in his organization.

Q. Did he hold any offices under you during that time, during that six months?

A. Not since June of '44. He didn't hold no appointments. He never held no offices in the International.

Q. Since June of '44, has he held no appointment under you?

A. That's right.

Q. Up to that time?

A. From '44 to '49. Then he had a temporary appointment from '49 to '53 and then he had no more since.

Q. From '49 to '53 he had a temporary appointment?

A. He had assignments.

Q. What was that assignment?

A. Whenever we needed somebody to look after certain things.

Q. What sort of certain things?

A. Helping the organization, the internal affairs or help negotiate agreements or settle jurisdiction with trades or otherwise.

Q. On an international basis or locally or what?

A. In the territory assigned.

Q. What was that?

A. Whatever may be the occasion.

Q. Did you assign him out of the Pittsburgh territory to troubleshoot for you, is that what you mean?

A. Oh yes, he was assigned to Carolina and a lot of other places.

Q. What did he do when he went down to Carolina and other places?

A. Tried to lend us assistance, cooperation, to straighten out, assist the organization in the best way to promote our interests.

Q. You would send him to various places around the country for that purpose?

A. Well, he hasn't been in too many since '44 but he has been.

Q. Did he get a salary for doing that from the International?

A. Yes, sir, he gets a day per diem.

Q. Not a per diem. I asked you if he gets a salary?

A. Oh, a salary and expenses.

Q. Was he paid on a daily basis or was he paid on a yearly basis?

A. Sometime they pay on daily, sometimes paid on a weekly or sometimes they are paid on—his occasion of the assignment was limited to two weeks a month.

Q. Two weeks out of the month he worked for you, is that right?

A. In spare time in between the month.

Q. You directed him then?

A. He was under the directors of our office.

Q. Of course, you knew what he was doing then, right?

A. I think so.

Q. You think so?

MR. CASEY: You think so?

MR. TEITELBAUM: He said he thinks so.

MR. CASEY: What did you say then?

MR. TEITELBAUM: I said, you knew what he was doing then.

MR. CASEY: Well, I can't hear you, sir. I am sorry.

MR. TEITELBAUM: I am trying to speak pretty loudly.

MR. CASEY: I hear you well now.

MR. TEITELBAUM: O.K.

Q. Mr. Moreschi, do you as an International, determine the conditions when strikes should be called or is that done locally?

A. That's mostly a local question. The International never had a strike since its inception nationally.

Q. So if there is a labor dispute, it's decided at the local level?

A. Right, at the local level.

Q. Does the president of the Laborers' District Council have any supervision of the unions under him, the locals under him?

A. Not—only limited to what the Constitution provides.

Q. Within the limits of the Constitution?

A. Yes, sir.

Q. What control does he have over the local unions?

A. Setting up, bringing, unifying the strength of the organization, helping him in any way to help the locals.

Q. Can he call off a strike?

A. Well, whatever the District Council rules on it.

Q. Oh, can the District Council call off a strike?

A. Some agreements are covered by a District Council. They may have that authority but the power of the locals.

Q. And if you—

MR. CASEY: If the Court please, it is apparent—

A. If the locals, some of their rights or gifts, powers of the Council, the Council may call a strike.

MR. CASEY: If the Court please, it is apparent only one Council is involved in this indictment, in only one vicinity, no matter how many counties are involved. I object to any questions outside of this particular district.

MR. TEITELBAUM: Outside of this district?

MR. CASEY: The particular district.

MR. TEITELBAUM: All right. My questions are directed to the general term of the power of the Council.

Q. Do all Councils have the same power?

A. It's generally uniform within the Constitution.

Q. So that the District Council can call off a strike if there is one, is that right?

A. Well now, that's a question that the Council would have to make that decision.

Q. Do they have the power under the Constitution?

A. Within the body of the Constitution, they have certain limited powers set forth by the Constitution.

Q. In your 50 years' experience, could you tell me as to whether the Local District Council for the 11 locals

in Western Pennsylvania has the authority to call off a strike that's called by a Local?

A. I think the authority of the officers was given by the subordinate locals.

Q. Do they have it?

A. The locals have it, yes, and they may delegate it to the Council.

Q. Does the Council have it?

A. Not totally.

Q. Not totally. When you send a man around the country on trouble, does he have the power to tell a local union to call off a strike?

A. No, sir.

Q. Does he have any power to remove anybody from office?

A. No, sir.

Q. Through the authority in the International, in an individual case, can that be done?

A. No, sir.

Q. Did you do it?

A. No, sir. You mean our legal counsel?

Q. No, not your legal counsel. The council we have been speaking of at the International level?

A. No, sir.

Q. Who can remove, who can remove a—

A. There has to be charges preferred and the only ones that can do it are the General Executive Board of the International.

Q. Nobody else can remove the local head?

A. No, sir.

Q. If it is done, it's done extra-legally?

A. They got to get their day in court.

Q. Everybody has got to get their day in court?

A. Yes.

Q. Who first named Mr. Stirone as head of 1058?

A. I presume the local itself.

Q. When you sent him in here, there was no local, was there?

A. No, sir.

Q. What was his status when he came in here?

A. I suppose he gathered so many men together, they applied for a charter, formed the local and became a local autonomy.

Q. During the time he was doing that, he was also an employee of the International?

A. He was a consultant-conciliator.

Q. All that time, he was on a salary of the International, wasn't he?

A. At that time, I presume, yes.

Q. He was on a salary up until 1943, he was an International employee?

A. 1944.

Q. He was on a salary later again to the International?

A. '49 to '53.

Q. What happened from '44 to '49?

A. I suppose he was paid by the local and the Council. I don't know.

Q. But you didn't hire him during that period at all?

A. No, sir.

Q. Was there any particular reason?

A. Nothing particular. In Local 1058 an internal—an ultra-question or turmoil took place. Complaints were submitted to the International and we referred them to the vice president for investigation. During that investigation there were executive orders issued where the local refused to carry out these orders as reported by our vice president now deceased, the Executive Board, when he asked them to carry out the executive orders, told him that the local had decided they would not comply with no orders. I thereafter preferred—

Q. Who said that? Who said that?

A. The Administration, the Executive Board of the local.

Q. I see.

MR. CASEY: If the Court please, I object to any testimony concerning local turmoil at any time prior to the dates carried in the indictment in this case.

MR. TEITELBAUM: If the Court please, Mr. Stirone was president of the Council. Here's an International president telling us that the local authority of which Mr. Stirone was the head, told them they weren't going to carry out International orders. It seems to me that's relevant to his position as a labor leader in this community.

MR. CASEY: It would seem to me here the issue is entirely different. The day in court of which this gentleman speaks might be some place else on that local turmoil, local dispute between the local and the International. Certainly I am submitting to the Court that it has no materiality or relevancy here.

THE COURT: As I understand the situation the local at the present time is not affiliated with the International?

MR. TEITELBAUM: They are back in now, as I understand.

THE COURT: They are back in now.

BY THE COURT:

Q. Is that true?

A. They were never totally suspended. Well, I think if I finish my short statement, it might clarify it.

BY MR. TEITELBAUM:

Q. All right, sure.

A. And then I preferred charges against the local to our General Executive Board. The local Executive Board issued a mandate that the local would be suspended

and their members could join any other locals to maintain their membership. In the meantime, a court action was started and during that court action we accepted a per capita tax until the court action was disposed of in order to maintain the membership rights, benefits, and so forth.

In the early '45, either by decree or stipulation or agreement, the court action was terminated, the local was restored and the local fully cooperated with all the orders given previous and thereafter by the International and that settled that question.

Q. So that explains the brief period of time. But aside from that brief period of time, Mr. Stirone was in your union, was your local—was your representative here, is that correct?

A. He was in the territory, yes, sir.

Q. Again up to 1953?

A. He was on assignments then.

Q. Since '53, has he been an official of the International or had any position with the International?

A. He was never an official of the International.

Q. None at all?

A. No, sir.

Q. Since '53.

MR. TEITELBAUM: Cross Examine

* * * * * * *

[*Chronologically this should follow immediately after the three set of asterisks at 178a.*]

Q. Mrs. Rider, I think the last question yesterday was with reference to the next payment made to Nick Stirone after February 28, 1952. At that time the Court indicated that the best way might be to look at the checks, then you'd be able to tell.

A. The next payment was made on September the 4th, 1952.

* * * * * * * * *

[*Chronologically this should follow immediately after the row of asterisks at 182a.*]

AFTERNOON SESSION 2:00 p.m.

AT SIDE BAR

MR. TEITELBAUM: If it please the Court, I purpose to offer at this time the testimony of Mr. Hawthorne and Mr. Duval as to other similar acts; have them called to the stand. I wanted to have it on the record.

MR. CASEY: I object as being proof of an independent and unrelated crime res inter alia acta.

THE COURT: At this time the objection is sustained.

* * * * * * * *

[*Chronologically this should immediately precede the first row of asterisks at 187a and should immediately follow the last answer preceding that row of asterisks.*]

Q. Did you at any time go with Mr. Dierker to the Belle Vernon plant, at the Rider Supply Company batching plant, and have any conversation whatsoever with Mr. Rider?

A. Sir, I want to reiterate that I never met Mr. Rider, excepting on the basis of my previous testimony, neither at Belle Vernon nor anywhere else, other than those places that I have named, which was in the city of Pittsburgh three times prior to this courtroom. I went to Belle Vernon with Mr. Rider in the spring of 1952, as a guest of Mr. Rider. . .

Q. Now you use the word "Mr. Rider" . . .

A. Excuse me. I'm sorry, sir. The name is so entrenched in my mind that I certainly can't easily erase it from my mind.

Q. Well, whom did you go to Belle Vernon with?

A. I went to Belle Vernon, sir, as a guest of Mr. Robert Dierker, who wanted to show me, as a proud president of a corporation should, his new masterpiece, in his having constructed a new crushing plant at Belle Vernon, which was, as he put it, the finest thing in the business up until that time. And that, sir, was in the spring of 1952. And at that time the plant was not working, and he and I walked up to the top of that crushing plant; and as a matter of fact, adjacent to the crushing plant he pointed out to me the batching plant of the Rider Supply Company. And there was no one there that I knew at any time during my short visit there. That has been the only time that I have ever been to the Duquesne Slag Products Company Belle Vernon crushing plant during all the time that is under discussion.

[*We decided that we had to print all of the cross-examination of the appellant. Accordingly this part may be referred to in place of Pages 188a—211a. This includes those pages and much more.*]

Cross Examination

BY MR. TEITELBAUM:

Q. What date did you tell us that you came out of the Armed Services, out of the Army?

A. Sir, I didn't tell you that.

Q. When did you come out of the Army?

A. I believe it was approximately 1919.

Q. Do you know when you went in?

A. Offhand I can't say I remember but it was around 1916, '17.

Q. You can't remember whether it was 1916 or 1917?

A. I would say that it would be more in 1917.

Q. When you came out you got a discharge, of course?

A. Yes, sir.

Q. Naturally it was a honorable discharge to Nicholas A. Stirone?

A. Yes, sir.

MR. CASEY: Did you say naturally it was?

MR. TEITELBAUM: Yes, I said naturally. Naturally it was a honorable discharge to Nicholas Stirone?

A. I said yes, sir.

Q. Then when did you get married, sir, the first time?

A. I got married the first time April 9, 1921.

Q. What was your first wife's name?

A. My first wife's name was Angelina Facone Stirone.

Q. Do you remember the day of your first daughter's birthday?

A. I believe it was February the 12th, 1922.

Q. Your second daughter, when was she born?

A. I believe she was born February the 6th, 1932.

Q. Sometime in 1937 you left where you were engaged out in the eastern part of the country to come to Pittsburgh, is that correct?

A. It wasn't sometime in 1937, sir. I believe I testified that I came here on January the 2nd, 1937.

Q. Am I right that that's sometime in 1937?

A. I gave you the right date.

Q. Did your wife and your two children come with you, Mr. Stirone?

A. No, sir, they did not.

Q. Did they ever join you in Pittsburgh?

A. No, they did not. They visited me from time to time.

Q. And you, of course, always supported your family?

A. I assure you, sir, that I did support my family.

Q. On one occasion did your wife have to come to Pittsburgh with her two minor children to get some support from you?

MR. CASEY: Just a moment, please. That's objected to.

MR. TEITELBAUM: If it please the Court, on direct Mr. Stirone proudly said he was the father of two children, inferred he was a fine family man. Therefore I think this is proper cross examination.

MR. CASEY: I didn't say anything about he was a fine family man. He said he had two children. I object to the questions and the unfair tactics of the United States Attorney.

THE COURT: Put your objection on the record and let's leave the other comments off.

MR. CASEY: Yes, sir.

MR. TEITELBAUM: I think for the purpose of attacking the credibility of the witness, I am entitled to ask this sort of a question.

MR. CASEY: If the Court please, if I may say that in the test of any credibility of any witness, he can show only convictions of crimes in crimen falsi or felonies and they must be convictions. He is not permitted to ask this witness or any other defendant or any defendant in the case as to any methods concerning which there might be arrests.

MR. TEITELBAUM: No question of any arrest here. I haven't asked Mr. Stirone if he was arrested. I haven't even implied he was arrested.

MR. CASEY: In the State of Pennsylvania in the Quarter Sessions Court, there is no other method except by arrest for the support of wife and children that I know of.

MR. TEITELBAUM: I didn't ask if there were any court proceedings.

MR. CASEY: You are getting ready for it.

MR. TEITELBAUM: I am? I didn't know that.

THE COURT: In the Commonwealth of of Pennsylvania, you can start an action right up in our County Court without arrest. I will sustain the objection.

A. If the Court please, may I ask a question?

MR. TEITELBAUM: No.

THE COURT: No, no, you answer the questions, Mr. Stirone. Mr. Casey and Mr. Teitelbaum have to ask the questions.

Q. Prior to the time you were in the Army, when you come out of the Army, you were about 19 years old, is that right? That's about how old you were?

A. I believe I was more 18.

Q. You were 18 years old when you came out of the Army?

MR. CASEY: He said more 18.

MR. TEITELBAUM: More 18.

Q. Then you went to work as a laborer, is that right?

A. Yes, sir.

Q. You worked until 1924 as a laborer?

A. Yes, sir.

Q. You worked until 1924 as a laborer?

A. Yes, sir.

Q. And the most money you ever earned at that time was $20 a week, isn't that right, isn't that what you told us?

A. I did not say that, sir. I told you that I went to work for the Hudson Steam Laundry immediately after my marriage or honeymoon and earned $20 a week.

Q. How much did you make with Colgate?

A. That would be rather hard to remember at the moment but it probably was in those days, $25, $30 a week.

Q. Then it's fair to say that up to the end of 1923 you never earned more than $30 a week, is that right?

A. I don't know whether it's fair to say that or not.

Q. You said that?

MR. CASEY: Objected to as argumentative.

Q. Is it fair to say that or not?

A. It's not fair to say that.

Q. Did you earn more than $30 up until the end of 1923?

MR. CASEY: Just a moment, I have an objection as being argumentative. Apparently the Government's attorney—

THE COURT: Now just a minute. The question which is now propounded by Mr. Teitelbaum is not argumentative.

Q. Will you answer it?

A. Repeat the question, please.

Q. (Question read.)

A. I don't remember, sir.

Q. It was in 1923 that you joined the Cement Workers' Local Union No. 65 affiliated with the Hod Carriers, is that right?

A. Around that time.

Q. You weren't working for Colgate then, were you?

A. No, I was not.

Q. Who were you working for then?

A. I beg your pardon, sir. Correction. When I joined Local 65, I had quit working. I had just immediately then quit local—quit the Colgate Palmolive Peat Company and then sought employment in the construction industry.

Q. Did you go to work in the construction industry then?

A. Yes, sir.

Q. Do you remember what the pay was like back in those days?

A. If my memory serves me right, I think the pay was around 80 or 90 cents per hour.

Q. Did you work—

A. Maybe up to a dollar and a quarter per hour.

Q. Do you remember whether on the average now how many hours a week you'd work?

A. Well, sir, the construction industry is very seasonal and during the course of the season, you may work 10, 12 and 14 hours per day. You may work five days a week, you may work six days a week, depending on the nature of the job.

Q. Let me put it another way: Do you remember what you were making a year back in those days?

A. Well, sir, that would be hard to determine at the moment unless I went back and tried to dig into the record.

Q. Sure it would. Now then, in 1925—oh, you were secretary and treasurer of the State Association of Hod Carriers, weren't you?

A. Yes, sir.

Q. But you didn't get paid anything for that?

A. No, sir, excepting expenses.

Q. Then in 1925, you organized Local 526?

A. Yes, sir.

Q. And you became the president of that?

A. Yes, sir.

Q. Is that right?

A. Yes, sir.

Q. You stayed as state secretary up until 1931, is that right?

A. I didn't say that at any time, sir.

Q. How long did you stay as secretary of the State Association?

A. I believe I remained as secretary of the State Association up until around 1928.

Q. Did you ever get any money for being secretary of the State Association?

A. I think I answered that a moment ago when I told you there was no salary attached to it excepting expenses.

Q. At any time all the way through?

A. That I can remember.

Q. Was there any salary connected with being president of Local 526?

A. Yes, sir.

Q. What is the salary?

A. Oh, I believe between ninety and a hundred, a hundred twenty-five dollars a week.

Q. While you were president and business representative of the local of Local 526 did you continue to work at the craft?

A. Sir, I was on full time as a paid representative of the local union.

Q. That's all you did at that time?

A. That's right.

Q. Now, do I understand, Mr. Stirone, that the union rules require that a man who is in such a position as president of the local is not supposed to have any other occupation?

A. Sir, that is dependent upon just what you are trying to get at.

Q. Not dependent on what I am trying to get at, it's dependent upon what the situation was.

MR. CASEY: That's objected to as argument between the witness and counsel.

MR. TEITELBAUM: I asked the question, Your Honor. I asked if the rules of the union provided that a man who held the position of union president and business representative was only supposed to do that and not have any other occupation.

MR. CASEY: Objected to as not proper cross examination.

THE COURT: Objection overruled.

A. Sir, that particular question can best be answered on the basis that each local union makes its own regulations, being an autonomous body they may engage one from outside of their union to be their representative in the field. That has happened many, many times.

Q. That isn't responsive, sir.

A. If you want to clear the record so that you won't repeat the question, I want to say to you I did not have an exclusive contract with Local 526 for all of my services, and I had the right and the liberty to do any other kind of work just so long as I took care of their business affairs.

Q. So you did then have the right to work outside the craft?

A. I did.

Q. When Mr. Moreschi was on the stand my recollection was that he testified that a person in that position could only work at the craft and if he left the craft, he was not eligible to be in the union any more. Was he incorrect so far as you were concerned?

MR CASEY: Objected to as argument. It's not my recollection he said that.

MR TEITELBAUM: Mr. Casey is interfering here with the answers to the questions.

THE COURT: Objection overruled.

A. Repeat the question again.

Q. (Question read.)

THE COURT: Do you wish to make an objection?

MR CASEY: I further object upon the basis that is for the jury to determine whether Mr. Moreschi was wrong or not.

THE COURT: Objection overruled. Now answer the question.

A. Sir, you introduced the Constitution of our international Union into evidence. That Constitution specifically states that to be an officer one must work at craft and that's where it ends.

Q. What did Mr. Moreschi—when I asked you whether Mr. Moreschi would be wrong if he said that?

A. Sir, I can't remember very clearly what Mr. Moreschi answered and what you asked him, but I can quote the Constitution because it's here and the Constitution specifically states that to be an officer one must work at the craft.

Q. If you do not work at the craft, if you work at anything else, are you ineligible to be an officer?

A. At the time of your election?

Q. At any time, Mr. Stirone, if you cease to be eligible, once you work at some other craft?

A. No, sir, it does not say that.

Q. So a man then who is elected an officer of the union after his election can go out and work at some other profession, trade or calling?

A. He may work at anything that he is able and qualified to do, providing of course, that he services his membership, his organization or that office to which he is elected in a manner which is satisfactory to the membership of that union, International Union or District Council.

Q. During the period when you were in New Jersey when did you stop being the state officer, around 28?

A. When you say state officer, what district do you mean?

Q. Secretary and treasurer of the state association of the Hod Carriers?

A. I believe I ceased becoming—I ceased being the secretary-treasurer around 1928.

Q. Did you go up into New York to do some work?

A. At that time I was designated as the representative of the International Union and on that basis, I was subject to being sent anywhere in the country.

Q. Let me ask you, Mr. Stirone, could an international representative work at any other trade or calling?

A. An international representative would have the same rights on the basis that I have explained in the previous question, provided that he serviced the International Union he could do whatever else he needed to do or ordered to do.

Q. Did you get a salary?

A. Yes, sir.

Q. What was your salary as international representative—general representative, excuse me?

A. In 1928?

Q. Yes.

A. I think it was three or four hundred dollars a month plus expenses, or rather, pardon me, let me correct

correct myself, it may have been six or seven hundred dollars a month; then in 1931 or '32, the entire staff of the International Union took a voluntary cut and at that time, the salary was I think, around $300 a month plus expenses.

Q. You remained as such international general representative until when?

A. Until 1943 or thereabouts.

Q. At any time thereafter, did you have any job or duties with the International?

A. Yes, sir.

Q. When?

A. I believe the International Union requested me to do part time work for them beginning in 1947 or '48.

Q. How long did you do that?

A. Until 1952 or '53. I think it was until the end of 1952 or '53. The record will show that if you want to go into it that way.

Q. So all the time then from 1948 to 1952, you were on a part time basis as a representative of the International Union, is that correct?

A. I was on a part time basis as a representative of the International Union only to do those things which were assigned to me by the International Office.

Q. Did you get a salary, sir?

A. Yes, sir.

Q. What was it?

A. $450 a month.

Q. That was for this part time work that you are talking about?

A. Yes, sir.

Q. During the period of time that you were working out in New Jersey as president of Local 526 when you were earning $90 to $125 per week and you were—subsequently you had started to work with the International and you were working, making six to seven hundred

dollars a week. Now am I correct that they overlapped or not?

A. You said six to seven hundred dollars a week.

Q. Per month, I am sorry. Did they overlap?

A. What do you mean when you say overlap?

Q. Were you at any time working for Local 526 and also as general representative for the International?

A. Yes, sir.

Q. So during that period of time you were receiving both of those salaries, is that correct?

A. That's right.

Q. While you were servicing the local and while you were working for the International, did you have any time to engage in any other trades or occupations or businesses or professions?

A. Well, sir, I may have although I don't remember. It's quite a long time back but you see some people enjoy working and doing things and others enjoy playing and I think I happen to be one who enjoyed working all my life and doing things.

Q. You don't remember back while you were in New Jersey, you had any other trade or occupation or not?

A. At the moment I don't but if we want to go into the record I think we can establish that.

Q. You tell me. I don't know.

A. Well, I told you at the moment I don't.

Q. It was sometime in 1937?

A. It was on January 2nd, 1937 that you came to Pittsburgh, is that correct?

A. Yes, sir.

Q. At that time what was your capacity when you came here?

A. I was a consultant and a conciliator for the International Hod Carriers, Building and Common Laborers Union of America.

Q. Who sent you here?

A. I was assigned here by Joseph V. Moreschi.

Q. Had there been any dispute between you and Mr. Moreschi in New Jersey about union matters prior to your coming here?

MR. CASEY: That is objected to as cross examination on immaterial matters.

MR. TEITELBAUM: As I recall—

THE COURT: Objection overruled.

A. Had there been? Did you say had there been any trouble between Moreschi and I?

Q. Yes.

A. No, sir, there had been no trouble between Moreschi and I. He was the International president and it was his authority to assign me anywhere in the country.

Q. Had there been argument about the organization in New York of the Sand Hogs and what type of local was to be organized up there?

A. Sir, there was a great deal of trouble about the sand hogs in New York and it was not over the type of organization that should have been organized. The Terminal and Compressed Air Workers was a separate international organization of their own until I believe in 1917 there was a merger of the two thereby the International Hod Carriers, Builders and Common Laborers Union absorbing the Compressed Air Workers. In 1929 there was an internal dispute that broke out between a number of factions in that local union. One or more of those factions solicited the aid and support of the International Union to come in and make an adjustment and straighten out the situation.

At that time, the International Union selected me to go and act as trustee for the local union to try and straighten out its affairs and create peace and harmony between the factions in that union. If my memory serves me right, at that time there was what is known an Irish

faction and what was known as an English faction. I tried diligently to get the two groups together and I was unsuccessful. Eventually the International Union thought that it would be better to issue another charter to the English faction.

Q. Did you disagree with that?

A. Sir?

Q. Did you disagree with that?

MR. CASEY: Objected to as not cross examination.

THE COURT: Well, whether or not he agrees to it really isn't material to the issues in this case in any respect is it, Mr. Teitelbaum?

MR. TEITELBAUM: I just wanted to ask him whether he and Mr Moreschi had a dispute about that, that's all.

MR. CASEY: I submit it's not a question what he wants to ask him. He's got to confine his cross examination to those things relevant and material to things which were asked on direct examination.

THE COURT: Objection sustained on that basis.

Q. You first came to Pittsburgh on January 2nd, 1947?

A. Yes, sir.

Q. And where did you go to live when you came to Pittsburgh?

A. Roosevelt Hotel.

Q. You lived alone there, of course?

A. Yes, sir.

Q. Your wife and children never came to Pittsburgh, is that right?

A. I believe I told you a few moments ago that my wife and child at that time visited me sporadically and I

want to add to that that I in turn visited them many times back home.

Q. Of course, your second child was born in February of '32, is that right?

A. Yes, sir.

Q. You came here in January of '32, is that right?

A. Sir, how many times must I repeat that I came here January 2nd, 1937, not '32.

Q. '37, not '32. Your oldest child was born in '32 your second was born in '32 so you had two children when you came?

A. That's right.

Q. I understood you to say my child at that time.

A. My error.

Q. Your error, that's right. When you came you undertook rather extensive duties here in Pittsburgh, didn't you?

A. Sir, when you say extensive, just what do you mean?

Q. Well, you undertook to bring all the locals of the Hod Carriers Union together into a Laborers District Council?

A. I did not say that at any time, sir.

Q. You wanted to work with a common purpose?

A. I did not say that, sir.

Q. When did you organize 1058?

A. 1058 was organized on May 27, 1937, and as a matter of fact, that is the date of its charter. There were meetings held prior to that date but the formal date of the issuance of a charter is May 27, 1937.

Q. On direct examination Mr. Casey asked you how you went about organizing, is that correct, and you told him that you'd go into a district and you would speak to the workers as to the conditions in that area, that you would find whether there were people who were desirous of organizing and then you would apply to the Inter-

national for a charter by paying a fee; is that correct?

A. Somewhat.

Q. You tell us then what you did, how you organized?

A. Actually, sir, in 1937 there was a crying need for organization. There wasn't much solicitation needed to organize people. They sought out people to organize them.

Q. Did that remain the condition all the way through your career in Pittsburgh?

A. Pretty much, sir.

Q. You would go out into an area and find out what the conditions of labor were and what the problems of the individual laborers were and the circumstances and working conditions and then ask the men if they wanted to join up in the union, is that what you did?

A. Sir, when I came here in January of 1937 after having made a survey, I discovered that the laborers in the heavy construction industry were enjoying the immense hourly wage rate of from between 35 and 45 cents per hour. This was in early 1937.

Q: I don't want to interrupt this, but I think you ought to limit yourself to my question. I am asking you about the methods you used in organizing and not what the economic conditions were.

A. If you afford me the opportunity—

MR. CASEY: If the Court please, I object to the actions of the United States Attorney in interrupting the witness and not giving him an opportunity.

THE COURT: The witness is not answering the question.

MR. CASEY: If the Court please, I do not object to the question. I asked questions on cross examination with several other witnesses here and I was met with repeated objections along the same line

of the attorney testifying. The question which he was asked has at least five parts that I can understand and be objected to all of my questions upon that basis.

THE COURT: Put your question one thing at a time Mr. Teitelbaum. Repeat your question.

Q. Tell me what you did to organize unions, what your activity was, how you did it.

A. Sir, either I went to the various jobs and talked to the workers or the workers came to me, dependent upon the individual situation at that time. When they were assembled I inquired as to their conditions and what their desires were in the way of an organization or creating an organization or becoming affiliated with one that was already in existence. From that time on, if there was no organization in that district an application would be made by that group and I would lead them as to the manner in which an application should be made and the proper method of application and then as soon as the charter came I instituted the officers and helped to set up the pattern of operation for that particular local union and in that way got them started off as to how they should operate within the Constitutional provisions of our organization.

Q. Is that the way you have conducted yourself ever since—from the time you came to Pittsburgh until now in organizing?

A. Yes, sir.

Q. Mr. Stirone, did you ever send gangs of two and three hundred men out under instructions to drive the workers off the jobs to use strong arm methods?

MR. CASEY: Just a moment, that's objected to.

THE COURT: Objection overruled.

A. Sir, I want you to thoroughly and distinctly understand,

Q. Just answer my question. We don't need that.
A. I will answer you the best way I know how.

MR TEITELBAUM: If it please the Court, one occasion Mr. Casey insisted my witness answer the question yes or no on cross examination. Now I want Mr. Stirone to do that.

A. No.

THE COURT: All right, there is your answer.

Q. Did you give any instructions to anybody or ask anybody to use any violence in connection with anybody as far as union activities were concerned?

A. Not that I can remember.

MR. CASEY: I object to the line of questioning. It has been the law of Pennsylvania and I think that this court as long as I know that if any questions involve the probable commission of a crime of which these questions seem to indicate, the District Attorney or the United States Attorney can not ask it. The question before this.

THE COURT: Don't get excited now.

MR. CASEY: It imputes within it the commission of a crime which they can not ask a defendant. He knows that or should know it.

MR. TEITELBAUM: I have not asked—

MR. CASEY: I said imputes.

MR. TEITELBAUM: I have not asked whether the defendant committed a crime. He has given me an answer, the same answer that he gave Mr. Casey on direct testimony. Now, if he did something to the contrary if that isn't true, I am entitled to question his credibility as to that and the Act of 1911 has no application.

The Act of 1911, of course, forbids me from saying to Mr. Stirone, did you ever commit robbery, did you ever commit larceny, did you ever commit anything else? It doesn't go any further than that.

MR. CASEY: It certainly goes as far as whether you are an aider and abettor, as you have use here once before relating to the commission of assault and battery doing aggravated assault and battery degradation of life and property so it is the commission of a crime.

MR. TEITELBAUM: The act —

THE COURT: I have it right here.

MR. TEITELBAUM: I submit that I am not impeded from testing the credibility of this witness by a contention that the conduct to which I am attempting to elicit would incidentally by some stretch of imagination perhaps indicate a crime. Now I haven't asked this man whether he ever committed a crime or was he ever charged with a crime, was he ever convicted of a crime and I am not going to ask him because I am not allowed to and I know it, but this is relevant and proper cross examination.

MR. CASEY: By the same token I say it is not relevant and proper and under the Act of 1911 he is not permitted to ask it because he knows what it involves. There's other ways. The Act provides the defendant can not be asked.

MR. TEITELBAUM: I don't think it does. They were trying in that Act to take care of the situation ——

MR. CASEY: You were hardly around at the time of the passing of this Act.

MR. TEITELBAUM: I know I am younger than you are.

THE COURT: Well, I don't think the relative ages of counsel are the material issues in this case.

MR. CASEY: At least he doesn't have a "halo" in the back of his head, like I have, yet.

MR. TEITELBAUM: I will have twenty years from now.

MR. CASEY: I said yet.

THE COURT: All right, gentlemen. Let's get it out of your system.

MR. TEITELBAUM: I'm not mad at anybody.

MR. CASEY: I'm not mad at anyone. And I think the rights of a defendant in this court are to be protected to the best of my ability, and that is all I am doing—and if it entailed getting mad at you.

THE COURT: I think the question is objectionable, and I will sustain the objection. It could be rephrased however.

BY MR. TEITELBAUM:

Q. Did you ever give instructions to anyone to take any sort of action against various contractors in an effort to require their employees would become members of the Union?

A. The only action I have ever taken is that which has been delegated to me by either the membership of Local Union No. 1058 or the Laborers' District Council of Western Pennsylvania.

Q. And what kind of action is that?

A. That would be dependent upon what the problem might be at the moment. If there was a strike and the Laborers' District Council of Western Pennsylvania or Local 1058 instructed me to do any certain act, of course the act would have to be within the law and within the Constitutional provision, or otherwise I wouldn't carry it out anyway.

Q. So that if there was any type of conduct which was not within the law, then you wouldn't have done it. Is that correct?

A. Yes, indeed.

Q. Then your answer would be no, as to whether you directed any type of conduct except that which was properly within the law. Is that correct?

A. I have only at all times directed conduct within the law.

Q. During the year 1937—that is the first year you were in Pittsburgh, Mr. Stirone — you were still, of course, a general representative of the International?

A. Yes, sir.

Q. And did you, in the course of your duties with International, go over the western part of Pennsylvania?

A. Did I go over the western part of Pennsylvania?

Q. Yes. Did you have duties involving the western part of Pennsylvania?

A. Yes, sir. But I think I made it plain in previous testimony—

Q. Well, sir, if you did, I wouldn't be asking the question. Just answer the question.

MR. CASEY: Now, if the Court please, I object to this. I don't know myself what is the question now, in view of the colloquy between the attorney and witness.

THE COURT: Just a moment. We will have it read, Mr. Casey.

(Question and answer read, as follows: "Q. Did you have duties involving the western part of Pennsylvania?

A. Yes, sir. But I think I made it plain in previous testimony —".)

MR. CASEY: May I have my objection on the record, as not cross examination?

THE COURT: You may inquire as to his duties, Mr. Teitelbaum.

Q. Did your duties require travel throughout western Pennsylvania?

A. Only upon assignment by the general president.

Q. During the year 1937 did you get such assignments?

A. I got various assignments to go various places. To pinpoint it, to pinpoint any specific place, I would be unable to do unless I got the record complete from the home office.

Q. Were you sent by the International president beyond the district of western Pennsylvania in that year?

A. I may have; I don't remember.

Q. Now, what date did you tell me 1058 was organized?

A. May 27, 1937.

Q. And over what area did you include people in 1058? What was the jurisdictional area of 1058?

A. Allegheny County at that time. And since that time it has been extended to include Butler, Westmoreland, Fayette, Washington, Greene, Beaver Counties.

Q. Now, what was your salary from 1058?

MR. CASEY: That is objected to, as immaterial.

THE COURT: Objection overruled.

A. In 1937 I believe I wasn't getting any salary. I was elected the president of 1058, I believe the Local Union voted me a salary of probably a hundred or a hundred and some dollars a week.

Q. Of course, you continued to get your salary from International during this period?

A. Yes, sir.

Q. Of six or seven hundred dollars a month?

A. Yes.

MR. CASEY: Just a moment. If I may interpose one of your apparently well taken objections, Mr. Teitelbaum, to the same type of question that I was accused of having asked, I object to it and ask that the question be reread.

THE COURT: Will you read the question for Mr. Casey, Mrs. Thomas?

(Preceding questions and answers read, as follows: "Q. Of course, you continued to get your salary from International during this period? A. Yes, sir. Q. Of six or seven hundred dollars a month? A. Yes, sir.")

MR. TEITELBAUM: It is a leading question, of course, but this is cross examination.

THE COURT: That is right, it is cross examination. The objection is overruled.

Q. During the year 1937 did you have any other occupation, profession or job except for 1058 and the International?

A. Not that I can remember.

THE COURT: Perhaps this would be a good time to take our afternoon recess, members of the jury.

(Short recess taken at this time.)

BY MR. TEITELBAUM:

Q. Mr. Stirone, when you came here on January 2, 1937, from New Jersey, did you come alone?

MR. CASEY: Objected to, as immaterial and not cross examination.

A. I came alone, sir.

Q. Didn't Tom Pecora come with you?

A. No, sir.

Q. When did Tom Pecora come?

MR. CASEY: Objected to, as not cross examination.

THE COURT: Objection overruled.

A. Sir, I would have no knowledge of when Tom Pecora came to the city of Pittsburgh.

Q. Did he work with you in New Jersey?

A. No, sir.

Q. Did you know him in New Jersey?

A. No, sir.

MR. CASEY: Objected to, as not proper cross examination.

THE COURT: Objection overruled.

Q. When did you first meet him?

A. I met Thomas J. Pecora here in the city of Pittsburgh, I believe in 1938 or '39.

Q. And nobody else, no other Union man or assistant to you, came with you in 1937?

A. No, sir.

Q. In 1938, aside from your duties with the Union, did you have any other profession, business or occupation?

MR. CASEY: Objected to, as not proper cross examination, and immaterial.

THE COURT: Objection overruled.

A. Sir, I noted that you placed—

Q. Please.

MR. TEITELBAUM: If the Court please, will you instruct the witness to answer my question?

MR. CASEY: Just a moment.

THE COURT: Just a moment, now. Just answer the question, Mr. Stirone.

MR. CASEY: May I have the question—I can't remember whether it could be answered yes or no.

THE COURT: I didn't ask him to answer it yes or no.

MR. CASEY: Mr. Teitelbaum did.

MR. TEITELBAUM: I asked him whether he had any other business, trade, profession or occupation.

A. In what year, sir?

Q. In 1938.

A. In 1938, sir, if it satisfies your ego, I was trading in the stock market, investing my money.

MR. CASEY: Just a moment. I move that the testimony of the witness be stricken from the

record, as not responsive to the question, because I don't think that is any occupation.

THE COURT: I don't think it is responsive.

MR. TEITELBAUM: It is his answer. He still hasn't answered my question.

THE COURT: We will strike the answer from the record, Mr. Teitelbaum, because I do not deem it responsive to your question.

Q. Now, will you satisfy my ego by answering my question?

A. Sir, perhaps I don't understand you when you state "other trade, occupation or profession"—

Q. I forgive you. Answer my question

A. The only thing that I can remember is that in 1938 I may have invested some money in the drilling of oil—for oil, and I made some investments in the stock market. Now, other than that I don't recall about any other avocation, profession, or anything else.

(Two documents marked respectively Government Exhibit No. 42 and Government Exhibit No. 43.)

Q. I show you what has been marked Government Exhibit 42 and ask you if that is a copy of your 1937 income tax return.

THE COURT: What year is it for?

MR. TEITELBAUM: '37.

MR. CASEY: You say that is the income tax return?

MR. TEITELBAUM: I asked Mr. Stirone that.

MR. CASEY: If it is the return?

MR. TEITELBAUM: If it is a copy of his 1937 income tax return, yes, sir.

MR. CASEY: Is it a copy or an original, sir? May I inquire as to that?

MR. TEITELBAUM: That is what I asked Mr. Stirone, Mr. Casey.

THE COURT: As I understand the question, Mr. Casey, is this a copy of his 1937 income tax return?

MR. CASEY: I would like to know whether—

MR. TEITELBAUM: Now, wait. Let the witness answer the question.

MR. CASEY: I am going to move that this evidence—if it is shown that it is taken by the Government from the files of the Internal Revenue Bureau, I ask that the evidence be suppressed, under the Constitution. That is why I am asking whether or not it is without legal authority brought here by them. If it is subpoenaed here to court, his income tax return, a copy of it, I have no objection to it. If it was taken from the records of the Government, I think it is illegal and unlawfully acquired evidence, and I move for the suppression of it. And I think I have a right to find that out.

MR. TEITELBAUM: You can't ask Mr. Stirone that.

MR. CASEY: I can ask you that.

MR. TEITELBAUM: I tell you that I obtained that evidence—that I have it pursuant to a subpoena, and that I have shown it to him and asked him what it is.

MR. CASEY: May I inquire then whether the subpoena was directed to the Internal Revenue Bureau or any Bureau of the United States Government?

MR. TEITELBAUM: Yes, it was.

MR. CASEY: Then I renew my motion.

THE COURT: You what?

MR. CASEY: I move that the evidence be suppressed, upon the basis it is illegally acquired.

It is his—under the Constitution of the United States and under the Internal Revenue laws, this man or any arm of the government has no right to pry into the private affairs of a taxpayer, and this is illegal evidence, against the Constitution—procured against the Constitution. And besides that, I am amazed and surprised at the tactics of the United States Attorney's Office in doing it. He knows it is illegal.

MR. TEITELBAUM: Not only do I not know it is illegal, I am convinced it is not illegal. The evidence was not obtained illegally from this defendant. Therefore he has no right to ask for any suppression—

MR. CASEY: If the Court please,—

MR. TEITELBAUM: Now, let me finish, Mr. Casey. I have shown him a document and asked him what it is. Mr. Casey asked me—although I don't think he had any right to ask me—where I got it. I told him where I got it. I think now Mr. Stirone has a right to answer whether it is a copy of his 1937 income tax return.

THE COURT: Yes. Just answer yes or no. Now, it depends on what he is going to do with it after that, Mr. Casey.

MR. CASEY: If the Court please, even that is sufficient, under the Constitution, I think it is the Sixth Amendment. The Government compels him to file an income tax return, and then brings it in here. I move that is be suppressed.

THE COURT: The objection at this time is overruled.

A. I assure you, sir, I have no hesitancy in telling you it is my return.

Q. Now I show you what is Government Exhibit 43, and ask you what that is.

MR. CASEY: I have the same objection, if it is received in the same way.

Q. (Continuing) Is it a copy of your income tax return?

MR. CASEY: Just a minute. And besides that, I want to place on this record—

THE COURT: Well, we will give you all the opportunity in the world.

MR. CASEY: I want to place on this record, if this document was obtained by any subpoena, the only way a subpoena can be used, according to law, is bring in the person to whom the subpoena is directed, bring him into court and ask him the questions under oath. And that if this man or any other person in his office or the Federal Bureau of Investigation got this, I charge that it is illegal and an attempt at making a man give evidence against himself.

MR. TEITELBAUM: When a witness takes the stand in his own behalf he waives any privilege against self-incrimination.

MR. CASEY: No, he doesn't.

THE COURT: That is the only thing he doesn't waive.

MR. TEITELBAUM: Well, we are entitled to question him as to any matter that is pertinent to this case.

THE COURT: That is right, you are. But he is not required to answer anything that might tend to incriminate him. There is no question about that. I agree with Mr. Casey on that proposition.

MR. CASEY: And that is what he is doing here. Here he has access to private and personal files on the part of the United States Government. He says he has subpoenaed them. How he has any authority to subpoena them into his custody I am at a loss to know. And I call upon the Court to

make some comment in so far as the United States Attorney's Office, and this Assistant in particular relating thereto.

THE COURT: Is that your objection?

MR. CASEY: Yes, sir.

THE COURT: Now, you answer the question, Mr. Stirone. Just whether or not that is a copy of your income tax return.

A. I am proud to tell this Court and jury it is my return.

BY MR. TEITELBAUM:

Q. All right, sir. May I have it? Now, sir, in 1937—

MR. CASEY: Just a moment. I think, as far as we have gone here, even though I do deem it illegal, unfair, and a few more things, I think I am entitled—just the same as Mr. Teitelbaum stood at my elbow many times—I think I am entitled to see the document.

MR. TEITELBAUM: I haven't put them in evidence. I just asked Mr. Stirone some questions.

MR. CASEY: I think I am entitled to see them, sir.

THE COURT: I think he is entitled to see them, Mr. Teitelbaum.

MR. TEITELBAUM: All right, sir.

THE COURT: Now, there is a statute covering this.

MR. TEITELBAUM: Covering what, sir?

THE COURT: His income tax return.

MR. TEITELBAUM: I haven't placed any income tax returns in evidence.

THE COURT: No, you haven't.

MR. TEITELBAUM: I am asking some questions, and that is all I have asked.

MR. CASEY: If the Court please, in addition to my previous objection, I object to the questions upon the basis that the questions are being asked upon matters which are collateral to this issue and not having been asked in direct examination.

THE COURT: I don't know what these show, but let me have a look at them will you, plaese?

(Exhibits No. 42 and No. 43 handed to the Court.)

Q. Now, do you recall whether in 1937 you had any other income, other than your salary from your profession—from your work as a general representative of the International Hod Carriers and as president of Local 1058, in 1937?

MR. CASEY: Objected to, as not cross examination: and cross examination on a collateral matter.

THE COURT: Objection overruled.

A. Sir, you have presented my income tax returns. They speak for themselves. You may read them. You have my privilege to read my income tax returns. I am proud for you to read them; I am not ashamed.

Q. I just wanted to know whether this refreshed your memory as to whether you had any other income.

A. The tax returns speak for themselves. You may read from them.

THE COURT: Mr. Stirone, I direct you to answer the question. Did you or did you not have any income other than that?

A. If Your Honor the Court please, I believe I have answered the question originally when I told the District Attorney that I had invested my moneys in the stock market, and that if he called that an avocation or profession, yes, that I had. And that is what the return shows, sir.

Q. Now, you have told me that I have a privilege of reading this and asking you about it. Is that right?

A. Yes, you may.

MR. CASEY: As I say, I accord you the privilege of it. I deny your right to them and criticise you for having gotten them.

THE COURT: Just a minute, Mr. Casey. You have put your objection on the record.

Mr. Teitelbaum, so that we may get this matter cleared up, I will give you the privilege of again asking Mr. Stirone what income he had and what were the sources, for the year 1937.

MR. TEITELBAUM: All right, sir.

Q. What was your income and what were the sources for the year 1937?

A. Net income on Item 12 minus 19 was 7,945.42. The sources of income, sir, were the International Hod Carriers, Building and Common Laborers' Union of America $2872, $1370 traveling expenses, being the allowed reimbursement expense of $1370. Then on page 3, Description: 4 lots of various stocks bought and sold through Sutro Brothers & Company—Let me see here if I get this clearly. Gross Income—let me see—10-21-39, 10-28-37, one week, $13,527.85; Cost or Other Basis, 10,414.33; Gain or Loss, $3,113.52. And then on 11-10-37, Contract Price 4,030.41; Cost or Other Basis, 3,815.00; Profit or Loss, $215. And then 100 General Electric, Cost 3,675.02; Cost or Other Basis, $4,000; the loss on this transaction was $339.08. It shows here a gain of $2,989.85.

Q. That, of course, is the item under Item 10. Right now there is another item, Item 11, Other Income, $2,720. Is that right?

A. It so states here on Item 11.

Q. Do you remember now what that—how you earned that $2720?

A. At the moment I do not, sir.

Q. Now, for 1938 did you also have other income outside of stocks or salary from the International or salary from Local 1058?

A. It shows on 11, "Other Income. Exclude income from annuities. State nature. Use separate schedule, if necessary." $9,100.

Q. Do you recall now how you earned that $9,100?

A. At this particular time it would be hard to remember; but if I paid income tax on it, you can rest assured that I earned them somewhere.

Q. Oh, yes. Now, your total salaries during those years were less than—in '38 was less than $3500, wasn't it?

A. The record speaks for itself.

Q. Does that refresh your memory (handing Exhibit 43 to witness)?

A. This shows $3500 for salary.

Q. And other income of in excess of nine thousand dollars?

A. That's right.

Q. And at this time you can't remember where the nine came from?

A. For the moment I can't; but it is highly possible.

Q. Do you remember one time having a conference where you were under oath, down in New Jersey, about the source of that income back around 1937—back around '39 or '40?

MR. CASEY: If the Court please, I object to the line of questioning, as cross examination upon a collateral matter. It would take time in order to go back and dig out those records, if necessary, to prepare this witness in so far as that is concerned. I asked no questions relating to any income during the course of the direct examination. If this is to be an inquisition as far as this man is concerned, I want my objection upon the record. To ask a man to go back twenty years as to his income, and without

his books or papers other than his income tax return, I think is unfair—

THE COURT: Well, he has already testified he doesn't remember, Mr. Teitelbaum.

MR. TEITELBAUM: No, he hasn't testified he doesn't remember whether he had a conference. I just asked him whether he had a conference, under oath, that he can remember.

MR. CASEY: The same thing applies there.

MR. TEITELBAUM: Well, he can answer it, and if he doesn't, he doesn't.

A. Am I to answer, Your Honor?

MR. CASEY: Just a moment. If the Court please, if I may break in and say that there is one indictment here at—whatever the Criminal No. is—

MR. TETIELBAUM: But a man that can remember—

MR. CASEY: Just a moment, please. For my record.

THE COURT: Let Mr. Casey finish.

MR. CASEY: There is one Criminal Action here, at 14871, in which there has been a bill of particulars in addition to the indictment. And I say to this Court that all we are called upon to answer at this time is this matter involved here. And that to let the Government question on collateral matters, which might be for the purpose of contradicting him later, is not proper under these circumstances.

MR. TEITELBAUM: When a man has testified that he can remember the precise date in 1937 that he arrived in Pittsburgh, can remember the precise room in his hotel—the precise hotel he stayed at, can remember who came with him, he can remember just exactly his various procedures in organizing unions, I don't think it is out of line to remember how much money he made.

MR. CASEY: He told you nobody came with him.

MR. TEITELBAUM: I want to test his memory here.

MR. CASEY: You may do that, sir. But I submit you can't do it on collateral matters. I have no objection to your doing it on any questions arising in direct examination.

THE COURT: Well, I will sustain the objection as far as the question pertaining to that particular conference is concerned. I don't know what that has to do with this at all.

Q. Do you remember whether you ever had a conference about your income, at which time you were asked to take an oath?

MR. CASEY: Now, if the Court please, it is the same matter.

THE COURT: Yes. I sustained that objection.

MR. TEITELBAUM: I thought that was your objection.

THE COURT: No.

Q. Now, Mr. Stirone, when you came here in '37, you stated that there were certain Local Unions already well established. Is that right?

A. Yes, sir.

Q. What were the numbers of those Unions?

A. Local No. 11, Local 226, Local 136, Local 347, and I believe there was a Local known as 193.

Q. There was also 173, wasn't there? Didn't you testify as to Local 173?

A. Yes, sir; 173, yes.

Q. And also on direct examination didn't you tell us there was a 347?

A. I just said there was a 347.

Q. Oh, I'm sorry; I didn't hear you say that. Now, those were all members of the local District Council. Isn't that right?

A. I cannot swear that they were all members of the Pittsburgh Laborers' District Council. It is highly possible that they all were.

Q. Now, you know the constitution of your Union, do you not?

A. I think I do.

Q. Yes, sir. Is there a provision in the constitution of your Union that where there is a District Council then all Locals must belong to that District Council?

A. There is a provision to that effect.

Q. In compliance, then, with the constitution, would all of those Locals be in the District Council?

A. Those Local Unions that I have mentioned, it is highly possible that they were members of the Council.

Q. And when was 1058 formed?

A. 1058 was formed on May 27, 1937.

Q. And when did it join the District Council?

A. At its reorganization in November the 12th, I believe in 1947.

Q. So that from '37 to '47, despite the provision of the constitution, Local 1058 was not a member of the local District Council. Is that correct?

A. That, sir, was done with the explicit

Q. Is that correct?

A. It is correct

Q. All right. Thank you.

BY MR. CASEY:

Q. You may explain it.

MR. TEITELBAUM: Now wait a minute. You may explain on redirect, just as I was restricted to do.

THE COURT: Just a moment.

MR. TEITELBAUM: I'm sorry, sir.

THE COURT: Proceed with your questioning now.

MR. CASEY: I think, a yes or no answer, the witness has a right to explain.

THE COURT: I will let you ask him about it later.

BY MR. TEITELBAUM:

Q. And it is the job or the duty of the local District Council, is it not, under the constitution, to determine wage rates in the district as far as common labor?

A. In accordance with the constitution, it is within the province and authority of the Laborers Council, in meeting assembled, to establish the wage rates for the area; for the jurisdiction upon which that Council has been organized and granted authority on.

Q. All right. Now, the local District Council in Pittsburgh had jurisdiction in Pittsburgh and Allegheny County, didn't it?

A. Specifically for building construction, sir.

Q. Is that all it had authority for?

A. At that time, yes, sir.

Q. And what was 1058 concerned with?

A. 1058 was concerned with streets, sewers, highways, bridges, dams, abutments and the supply of industry in Allegheny County.

Q. Mr. Stirone, I show you Government Exhibit 6. That is your constitution, isn't it?

A. Sir, that has been substituted for this one (producing document), at your request.

Q. I think Government Exhibit 6 is in evidence, and that is the one I am showing you, and ask you if that was your constitution.

A. That was the constitution.

Q. All right. You have a present constitution in your hand?

A. Yes, sir.

Q. Open it up to where it talks about District Councils and says who may belong to it.

A. Where do you want me to begin to read, sir?

Q. Where it says the make-up of District Council.

MR. CASEY: If the Court please, as I have had it put to me several times during this trial, the exhibit speaks for itself. I object to the witness reading it. He doesn't have an exhibit.

MR. TEITELBAUM: He has one he got out of his own pocket, and I just want to know what it is

MR. CASEY: Then I suggest it be marked as an exhibit.

THE COURT: Is it the same thing you have there?

MR. TEITELBAUM: No, sir, it is not. All right. Let's find out about it.

Q. Is that the present constitution of your Union?

A. This is the present constitution, as amended by the Thirteenth Convention of October 15 to 19, 1956.

THE COURT: Has one of those been offered in evidence?

MR. TEITELBAUM: I want to look at the exhibits here—

A. If I may be permitted, sir—

THE COURT: Just a moment, Mr. Stirone.

Q. Mr. Stirone, I show you Government Exhibit 6, in lieu of that one, which is the constitution that is in evidence. Now, looking at that constitution, can you tell me what the provisions were as to who will belong to the District Council?

A. Sir, I would like to explain to you—

Q. Just first do what I ask you.

A. If you are asking —you ask me specifically what article to identify, and I will be pleased to identify it.

Q. You are familiar with the constitution. But I will look for it.

A. Well, it seems I can't find the correct answer for you.

MR. CASEY: This colloquy is going on; I can't hear it.

THE COURT: Your client asked Mr. Teitelbaum to point out the provision of the constitution that he is referring to.

MR. CASEY: I heard that, but I didn't hear Mr. Teitelbaum's answer.

MR. TEITELBAUM: I said I will do it, that's all.

THE COURT: He said he would do it; that is right.

Do you know the paragraph number, Mr. Casey, or the section, which he refers to?

MR. CASEY: I do not, sir.

Q. May I see that one you have got in your pocket? I will have it marked, so I can ask you about it—the most recent constitution that you have.

A. I thought you said that (indicating) was the exhibit.

Q. May I see the one you have?

A. Well, since this is not part of the exhibit, why should you have it? If you want to ask the Court for me to admit it as an exhibit, it will be fine.

THE COURT: Mr. Casey, is this the last constitution that we have here in front of us?

MR. CASEY: I think it was amended twice. This is the one I have, Exhibit 6 that the Government placed in evidence, is the one that was amended October 15, 1951.

THE WITNESS: It is my recollection it was amended in 1953 and 1956.

MR. TEITELBAUM: That is the most recent one, I believe. And that is why I asked to see that, because I believe I can pick the section out in question. And Mr. Moreschi's testimony was they had never substantially changed the make-up of the District Councils.

BY MR. CASEY:

Q. Mr. Stirone, I ask you to give it to Mr. Teitelbaum, so he may have it marked as an exhibit.

A. If I may be permitted, though, I would like to make this announcement. Between counsel, you agreed to substitute this constitution (indicating) for the yellow ones or red ones.

MR. TEITELBAUM: Mr. Stirone is quite correct. We did, and then Mr. Casey and his associates were kind enough to furnish me a copy of the constitution that was in force in 1951. Therefore we put in the 1951 constitution.

THE COURT: Is this the one you want to look it up?

MR. TEITELBAUM: Yes.

THE COURT: Can you find what you want in there?

MR. TEITELBAUM: I either will do it quickly or else I will go off and leave the subject, —I obviously can't.

BY MR. TEITELBAUM:

Q. Mr. Stirone, must all Locals belong to a District Council, if there is a District Council?

A. They must belong to that District Council, sir, if that Council has the complete jurisdiction elected to it. At that particular time—so the record be kept straight, sir— the Pittsburgh Laborers' District Council only had jurisdiction of building construction work.

Q. I see, sir. Did you—when you came to Pittsburgh did you contact the local District Council?

A. Yes, sir.

Q. Did you work with them?

A. Yes, sir.

Q. You also contacted, I believe, the Trade Unions —the Trade Unions Council?

A. Yes, sir.

Q. And you weren't able to get along—get much cooperation from them. Is that correct?

A. Sir, I got the kind of cooperation that you usually get where you have seventeen organizations, each trying to get some little piece of work. And I recognized at that time, since the industry was unorganized, that there was not room enough for all the craft unions, and therefore, since I couldn't get the assistance of the primary trades, I had to go about doing the next best thing.

Q. Now, did you testify on direct testimony that you were authorized to visit all Locals in the area and to unify work?

A. I did not testify that I was authorized to visit all Locals in the area.

Q. What was your testimony about, concerning your visiting?

A. My authorization from the home office was to visit the Local Unions in the city of Pittsburgh for the purposes of making a survey and with the intention of establishing or organizing the heavy construction work. That I did, sir. And all local building laborers' unions decided that it would be better for me to organize a separate union.

Q. When did you get authority to go beyond Pittsburgh?

A. Only by written assignment from the general president of the home office.

Q. Now, did you ever get an assignment from the general president at the International office to go up to Johnstown and take over the control of the union that Mr. Russell was heading up there?

MR. CASEY: Objected to, as cross examination on a collateral matter.

THE COURT: Objection overruled.

A. Sir, I faintly remember that there was a fracas in Johnstown, in which a committee from Johnstown—

Q. Please. My question can easily be answered yes or no. Did Mr. Moreschi ever give you authority to go up there and take over that Local?

A. I don't remember; but I can get the record, if it is your desire.

Q. You don't remember whether he did or not. Were you present in court when Mr. Moreschi said he never gave you such authority?

MR. CASEY: Objected to, as not proper cross examination.

THE COURT: Objection overruled.

A. Sir, I was present; and I didn't quite clearly understand the Mumbo Jumbo that was going on.

Q. I see. You couldn't quite understand Mr. Moreschi and what he was saying. Is that correct?

A. No; I couldn't quite understand you.

Q. Oh, I see. But did you go up and take over the treasury and books of Mr. Russell's Local Union?

A. No, sir.

MR. CASEY: Just a moment, please. That is objected to, as not proper cross examination and cross examination upon collateral matters.

THE COURT: Mr. Casey, I am overruling the objection.

MR. CASEY: The objection is on the record. That is all I want.

Q. I am not sure that I heard your answer, sir.

A. Ask the question again, please.

THE COURT: Wait. We will have the reporter read the answer.

(Last question and answer read.)

Q. Did you attempt to?

A. Not that I can remember, sir.

MR. CASEY: Just a moment, please. Now, my recollection, and from my recollection, what this man now says Mr. Moreschi testified to, that I objected when he posed the question and was sustained at that time. That is just what he is trying to do now.

MR. TEITELBAUM: That isn't my recollection.

MR. CASEY: Well, it is mine. You said it was yours. It was mine.

MR. TEITELBAUM: However, the Court has already ruled on this.

THE COURT: I have made my ruling.

MR. CASEY: Well, if the Court please, if I am correct, if it is kept out on direct examination of Mr. Moreschi for the reasons I gave at that time, certainly it is no more competent or material or relevant here now. It is just another man attempting to put the matter in the same way. And I submit to you that in examination of this man on direct examination—

THE COURT: The other witness wasn't very clear on this proposition, as I recall it.

MR. TEITELBAUM: Mr. Moreschi said that nobody could go up—I am saying my recollection—that no person could go up and take over another Local Union unless they were authorized by him. And I asked him if he ever authorized this—

MR. CASEY: You asked Mr. Stirone if he ever took over the other Union, and he said no.

THE WITNESS: Well, I don't remember attempting to.

THE COURT: Well, that answers it. He didn't take it over.

Q. Did Mr. Russell ever work under any advice you had to give, as a general representative of the International?

A. No.

MR. CASEY: Just a moment. Objected to, as not proper cross examination. I am sorry, sir,—after the answers are in. I think a man has no right to answer questions that are collateral. I want my objection upon the record.

Q. Did you answer the question?

A. Repeat it, please.

THE COURT: He answered no.

BY THE COURT:

Q. Is that correct?

A. I would like, Your Honor, for the reporter to read it back, please.

THE COURT: All right. Mrs. Thomas, would you read the witness's answer, please?

(Last question and answer read.)

Q. Now then, I asked you, Mr. Stirone, whether Mr. Russell ever worked under or with your advice and assistance, as a general representative of the International, while he was in Johnstown.

MR. CASEY: Objected to, as not cross examination, and cross examination upon a collateral matter.

THE COURT: The objection is overruled. Will you please answer the question, Mr. Stirone?

A. The question is, did Mr. Russell ever work under my advice?

Q. Or with your advice.

A. Or with my advice. The best answer I can give you is that Mr. Russell worked under nobody's advice but his own.

Q. Now, we were told, I believe, that you decided, when you couldn't get the cooperation that you felt the situation demanded from the Building Trades Council, that you just went out and organized the supply industry in connection with heavy construction. Is that right?

A. Sir, I made no mention that I didn't get the cooperation from the Building Trades Council and then went out and organized the supply industry.

Q. Rather than get into that,—did you go out and organize the supply industry?

A. Yes, sir, I did.

Q. And what is in the supply industry?

A. The supply industry within the jurisdiction elected to it by Local 1058 is the supply yards in Allegheny County, which would mean the building supply yards, the ready mix concrete yards, the sand and gravel yards, the concrete pipe manufacturers, the concrete block manufacturers, and the lumber yards, all within Allegheny County and probably here and there one company bordering on the County line.

Q. Are they still in 1058?

A. Yes, sir.

Q. Would that include the Duquesne Slag Company's yards down here on Brady Street?

A. I believe the Duquesne Slag Company's yard came in sometime in the middle "forties".

Q. But they have employees who are members of your Union?

A. They have employees that are members of Local 1058.

Q. Now, in 1943 you ceased to be an International—a general representative of the International Union. Is that correct?

A. Yes, sir; or thereabouts.

Q. Now, it was at that time, in 1943, that your Union had a conflict with the International. Is that correct?

A. In 1943 or '44—

Q. Please, sir, just answer me.

A. Well, I am trying to set the correct time.

Q. All right.

A. To give you an honest answer, sir.

Q. That is fine. That is exactly what I want.

A. I believe in 1944 is when there was a fracas—or maybe that is not the correct word. In 1944, approximately, the International Union saw fit to file charges against our Local Union.

Q. They wanted back your charter and books and records, didn't they?

MR. CASEY: That is objected to, as not cross examination and as cross examination on a collateral matter.

THE COURT: Objection overruled.

A. Sir, they did not want the books, and they did not want the treasury, and they did not want the charter back.

Q. What was the lawsuit? Didn't Mr. Moreschi file a lawsuit against you?

A. No, sir.

MR. CASEY: Just a moment, please. If the Court please, in order to save myself getting up each time, I would ask that I have a continuing objection to this line of questioning, as to matters which are not in the direct examination and, in my opinion, not germane to this issue.

THE COURT: Whenever you want to object you better put your objection on the record, Mr. Casey.

MR. CASEY: All right. I object to this question.

THE COURT: Objection overruled.

A. Will you restate the question again, please?

Q. Did Mr. Moreschi file a lawsuit against you at that time? And your Union.

A. Mr. Moreschi did not file a lawsuit against me.

Q. I added "and your Union".

A. And my Union.

Q. There was no lawsuit filed?

A. Not by the International Union.

Q. Was there a lawsuit filed by a man by the name of Ross Adams at that time?

MR. CASEY: Objected to, for the same reason.

THE COURT: Objection overruled.

A. *Against whom?*

MR. CASEY: If the Court please, the answer by the witness there seems to me to be irrefutable proof that the questions are not cross examination, because otherwise they would be known in the direct examination and there would be no question as to how it was done.

THE COURT: Mr. Casey, I have overruled your objection.

Q. Against Nicholas Stirone, also known as Nick Stirone, George Dellenbaugh, John Dunbar, Thomas Pecora, Frank Shmelevski, also known as Frank Chemel, George Brickell, as officers and individuals, and Local No. 1058, International Hod Carriers, Building, and Common Laborers Union of America, affiliated with the American Federation of Labor, in the Court of Common Pleas of Allegheny County, Pennsylvania.

A. There was.

Q. Now, was it after that lawsuit that your dispute arose with Mr. Moreschi?

MR. CASEY: Now, wait a minute. If the Court please, I object to the question, as not being cross examination. If it is after the filing of the lawsuit, the disposition of the lawsuit, I don't know; and he doesn't ask him.

MR. TEITELBAUM: I asked, filed.

THE COURT: Objection overruled.

A. Will you state your question again, sir?

Q. Did Mr. Moreschi's action take place after this lawsuit was filed?

MR. CASEY: I though we were talking about Ross Adams.

A. I am trying to follow him, Mr. Casey.

Q. Well, just answer my questions, and you will be better off.

MR. CASEY: Now, if the Court please,—

MR. TEITELBAUM: I am sorry. That was an improper comment, Your Honor.

THE COURT: Just a moment, Mr. Stirone. What did you say, Mr. Teitelbaum?

MR. TEITELBAUM: I said, "Don't try to follow him. Just answer my questions."

MR. CASEY: You said, "You would be better off."

MR. TEITELBAUM: I said, "You would be better off." And I said I shouldn't have said, "You would be better off."

THE COURT: There is so much colloquy here, then we lose track of the question. Now, what was your last question?

MR. TEITELBAUM: I asked him whether Mr. Moreschi's action, which he has testified to previously, took place after this lawsuit was filed.

BY THE COURT:

Q. Now, can you answer that question, Mr. Stirone?

A. I believe, sir, that there arose a constitutional question after that suit was filed. That suit was filed, I believe, in 1944. I think the Court of Common Pleas threw Mr. Ross Adams out three times running.

BY MR. TEITELBAUM:

Q. That doesn't answer my question very well. What I want to know is, did Mr. Moreschi want you to come down to see him at the International office to discuss what was alleged in that lawsuit?

MR. CASEY: Objected to, as not cross examination.

THE COURT: Objection overruled.

A. If the District Attorney is desirous of getting the record verbatim on that particular case, I shall be pleased to furnish it to this Court and to the District Attorney.

Q. I just want an answer to the question.

A. I can't remember word for word what you are trying to get at.

Q. I just want to know what Mr. Moreschi wanted to see you about.

MR. CASEY: Just a minute. That is objected to, as not cross examination. Ask Mr. Moreschi.

MR. TEITELBAUM: I did ask Mr. Moreschi. Now I want to know whether Mr. Stirone remembers what he wanted to see him about.

MR. CASEY: If the Court please, I submit to this Court that he can't test this witness's credibility upon collateral matters.

THE COURT: I have overruled your objection, Mr. Casey.

A. Repeat it again, sir.

Q. What were the charges? What did Mr. Moreschi want you to come to International Headquarters to talk about?

A. That, sir, had to do with the reinstatement of Mr. Ross Adams.

Q. And did you refuse to go to see Mr. Moreschi?

A. I did not—

MR. CASEY: Just a moment. Objected to, as not cross examination.

THE COURT: Objection overruled.

A. I did not refuse, sir. As a matter of fact, I went to Washington and spoke before the General Execu-

tive Board of our International Union.

Q. Was that before or after the Local was certain sanctions were imposed on Local 1058 by the International?

MR. CASEY: Objected to, as posing a question which is not in the evidence, and as not cross examination.

MR. TEITELBAUM: I think it was in the record, Mr. Moreschi said they sent an International vice president here.

MR. CASEY: He didn't say anything about sanctions.

THE COURT: I can't recall anything about sanctions.

MR. TEITELBAUM: It is a sanction if an International vice president was called in here to act as a trustee for a certain period of probation. That is a sanction.

MR. CASEY: I have no objection to Mr Teitelbaum taking the stand as a labor expert and saying whatever he wants about it, but I do object to it now, until he is sworn at least.

THE COURT: I sustain the objection to the question in that particular form.

Q. At that time what happened to Local 1058, as result of this dispute between the International and you?

MR. CASEY: Objected to, as not proper cross examination.

THE COURT: I will overrule the objection.

A. Repeat the question again, sir.

MR. TEITELBAUM (to reporter): Would you read the question, please?

Q. (Last question read.)

MR. CASEY: Now, if the Court please, I said in order to avoid just what occurred now, I want to have a continuing objection to this line of

questioning, and you said I must object each time.

THE COURT: All right. I will give you a continuing objection to this particular line of cross examination.

Q. (Question again read.)

A. What happened—Repeat that again, please, so I can digest it properly.

Q. (Question again read.)

A. As far as I can recall, the officers of 1058 were suspended because of an action taken by the General Executive Board of the International Union.

Q. Why?

A. Because that particular time the International Union requested that the officers of 1058 go to Chicago to answer formal charges presented by the general president, and the Local Union took the position that because of the war they would prefer to go to Washington, D. C.

Q. What were the charges, Mr. Stirone?

A. That I don't remember, sir.

Q. You don't remember what charges were brought against you?

A. Sir, I want to repeat myself, I would be pleased to get you the formal record.

Q. I just want to know if you remember. I am just testing your memory, sir. Do you remember?

A. Not in toto.

Q. All right. In part, what the charges were?

A. The charges were, if I can remember correctly, that because of our refusal to go to the city of Chicago to attend that Board meeting we stood suspended as officers of that Union.

Q. I am trying to find out why they wanted you to go to the Board meeting. What did they want you to answer there?

A. To answer charges they were going to present

before the Board. And we didn't have a copy of the formal charges.

Q. You never found out what they were?

A. I don't think it was necessary to find out because the whole matter was adjudicated within a short period of time.

Q. You went to court and asked for an injunction against Moreschi, didn't you?

A. Our Local Union saw fit to go to the Court of Common Pleas to seek redress for what they considered an unjust act on the part of the International Union.

Q. An International Union official was sent into Pittsburgh at that time—

A. Not at that time; not at that time, sir.

Q. Prior to the final disposition of your dispute was an International official sent in here?

A. The International official was sent in here, I believe a matter of a couple of months before the court—before the matter was brought to the Court of Common Pleas.

Q. But after you had been suspended. Is that correct? I am talking about Mr. Echeson.

A. Mr. Echeson was here prior to the suspension.

Q. And did you cooperate with Mr. Echeson and give him the books and records, or let him examine them?

A. We gave Mr. Echeson, by consent agreement, everything that he asked for.

Q. I see. And was Ross Adams ever let back in the Union?

A. Ross Adams was given every ample opportunity within the constitution to come back into the Union.

Q. Why did you throw Ross Adams out of 1058?

A. For your information, we never threw—

Q. For the jury's information.

A. Well, you will excuse me. You are asking the question, therefore I was directing my answer towards you.

Q. That is all right.

A. I want you to know, sir,—

Q. Well, all right. I just want you to answer the question, please.

A. We never threw Ross Adams out of that Union. He suspended himself through nonpayment of dues.

Q. Would you take his dues?

A. Yes, sir.

Q. And then he filed a suit to get back in the Union, didn't he?

A. Sir, he filed a suit with deliberate intent, after being afforded the opportunity of reinstating himself in the Union in accordance with a decision made by the General Executive Board of our International Union, he failed to avail himself of the time limitations given to him by that Executive Board.

Q. Did he file suit, trying to get back into 1058?

A. After that he filed a suit, with full intentions—with malice aforethought, is maybe the best word I can use

Q. Against whom?

A. Against the Local Union and its officers.

Q. Any particular officers?

A. All the officers.

Q. You saw the lawsuit, didn't you? You saw the papers that were filed against you?

A. Yes, indeed, I saw them.

Q. And he made various allegations against you personally, didn't he?

A. He made so many allegations that the Court of Common Pleas laughed him out of court.

Q. Was he subsequently allowed back into the Hod Carriers Union?

A. He subsequently never made application to our Union.

Q. Do you know whether he ever was subsequently

permitted to enter another Local Union of the Hod Carriers?

A. That I don't know.

Q. You never heard anything about it?

A. Sir, I believe, if my memory serves me right, that during that fracas with 1058 and the International Union he attempted and probably was accepted in Local 178 of the Demolition and Scrap Metal Workers.

Q. You know he got into Local 178, don't you?

A. You asked me the question, I am trying to give it to you as honestly as I can.

Q. Now, it was about the time this all arose that you ceased being an employee of the International, wasn't it?

A. I ceased being an employee of the International, I believe, between '43 and '44.

Q. Now, was this the cause of the termination of your employment by the International?

A. That I don't know, sir. You would have to ask Mr. Joseph E. Moreschi. He was my employer, and he is the one to determine whether or not he wanted me in his employ.

Q. He never told you why he didn't want you in his employ any more?

A. No, sir.

Q. He just said you were finished?

A. He just said he didn't need my services.

Q. And that was about the time you and he were fighting, and the lawsuit, and so on and so forth?

MR. CASEY: Fighting over what?

MR. TEITELBAUM: This dispute that was going on. I think everybody knows what I mean.

MR. CASEY: I don't. I am included in "everybody". I object to the "and so on and so forth".

MR. TEITELBAUM: All right. I will delete the "and so forth".

Q. Was this about the same time that the officers of Local 1058 were suspended by the International that your employment with the International ceased?

A. I believe, sir, that it was prior to that time.

Q. Which was prior? I don't know which was first.

A. My services being terminated by Mr. Moreschi I believe were prior to the fracas—or the dispute, as you want to call it, anything you want—between 1058 and the International president.

MR. CASEY: May I suggest at this time, in view of the fact Mr. Teitelbaum sees fit to stand over here, and the man asking the questions, it is usual to look at him. Will you direct your answers to the jury, Mr. Stirone?

MR. TEITELBAUM: All right. I will go back.

Q. And then sometime in 1937—in 1947, excuse me—you again became an employee of the International on a part time basis?

A. I believe so.

Q. And at that time, in 1947, the Laborers' District Council of Western Pennsylvania was reorganized and enlarged. Is that correct?

A. Yes, sir.

Q. And how many counties were within its jurisdiction then?

A. When it was reorganized it was elected a territorial jurisdiction of thirty-three counties.

Q. And 1058 was among them?

A. 1058 was among them.

Q. And you had again become an International employee on a part time basis?

A. I am trying to establish, sir, whether I became an International employee after the formation and reorganization of the Council or at that same time or before. I believe that I became employed by the International Union around '48 or—about '48, or thereabouts, sir.

Q. And in your position as the head of the local District Council did you come to know Jake Kassab?

A. Sir, I knew Jake Kassab, or I have known Jake Kassab approximately ten or more years.

Q. Does Mr. Kassab—he is the vice president in charge of Ragnar Benson here in Pittsburgh, isn't he?

A. When I first knew Jacob Kassab he was not the vice president of Ragnar Benson.

Q. What was he?

A. I don't know—well, there was a time, sir, when Jacob Kassab was a member of one of our Unions in the central part of Pennsylvania.

Q. But in 1951 was he the vice president in charge of the local district, that is, for Ragnar Benson?

A. In 1951 he was the vice president of Ragnar Benson.

Q. Now, what business is Ragnar Benson in?

A. Ragnar Benson is in the building construction.

Q. Heavy construction?

A. No. He is in the building construction.

Q. Does he employ any common laborers?

A. He employs members of the building laborer's unions.

Q. Does he employ any members of 1058?

A. Not that I know of.

Q. Has he at any time employed people who are in 1058?

A. Well, sir,—

MR. CASEY: If the Court please,—

Q. If you know.

MR. CASEY: I suggest I don't know how many there are in 1058 or how many employees Ragnar Benson has. And I think that is an unfair question to ask this man under the guise of cross examination.

MR. TEITELBAUM: He can answer that he

doesn't know. It is easier to answer than when somebody takes a blood test.

MR. CASEY: Certainly he can, but I think it is unfair to ask him. Maybe it is five thousand. And with the turnover you don't know where they end up.

A. I believe I can clarify it for the benefit of the jury, if not for the benefit—

MR. CASEY: I understand you said it is easier to answer than when somebody takes a blood test. And that recalls to my mind that when I asked that question the objection was sustained.

Q. Mr. Stirone, can you answer the question?

MR. CASEY: I object to it, as being unfair.

THE COURT: Objection overruled.

Q. Just if you know or not.

A. I want the jury to know the truth, and I am going to try to give it.

Q. Let's do it the legal way. You answer my question.

MR. CASEY: I object to argument to the witness. Whether it is legal or not, it remains for the jury to determine.

THE COURT: Just a minute, Mr. Casey. There has been some question put to the witness if any of the members of Local 1058 are employed by Ragnar Benson.

BY THE COURT:

Q. Do you know, Mr. Stirone, or don't you?

A. Your Honor, as far as I know, there is no way that a member of Local 1058 would ever have jurisdiction on building construction to transfer out of 1058.

Q. Then he would not be a member of 1058?

A. That is right.

BY MR. TEITELBAUM:

Q. Was Ragnar Benson one of the groups that

would contract with the Heavy Engineering Council, of which you were the president?

A. No, sir.

Q. They were not. Now, Mr. Stirone, when you first met—around the end of August, when you first met Mr. Dierker, you have given a specific date. What is that date, in relation to the Rider proposition?

A. I believe I testified this morning or yesterday, whichever it was, that I first had occasion to discuss this matter with Mr. Dierker, I believe on the afternoon of August the twenty—August the 27th.

Q. And where was that?

A. That was in the Carlton House.

Q. And do you recall what the circumstances were that you met him? Didn't you say you were having lunch there and he was there?

A. Well, sir, I think I testified sometime during this proceeding that the Carlton House was somewhat of a meeting place for people who are interested in the construction industry, and we happened to meet. And I believe—if I repeat myself—the conversation turned to who was the low bidder on the Pittsburgh Steel Company plant.

Q. And did Mr. Dierker at that time know who the low bidder on the Pittsburgh Steel plant was?

A. I don't know that Mr. Dierker knew, but I did.

Q. You knew hat because—

A. Yes, I did. On August 27th I did. And so did anyone who was in the trade.

Q. Well, Mr. Dierker was in the trade, wasn't he?

A. Well, he would have to answer that for himself.

Q. But you knew?

A. I knew.

Q. And did you tell Mr. Dierker at that time—now, think about it—did you say to Mr. Dierker at the time you first met him that you knew that Rider Supply

Company had a contract to deliver ready mix concrete for that job?

A. Sir, I want you to understand I didn't even know Rider Supply Company.

Q. Now, just answer my question.

A. No, of course not; I never said it.

Q. Your answer is no?

A. Very definitely no.

Q. All right. And did Mr. Dierker mention to you anything about Rider Supply Company then on that day?

A. On that day, during the course of the conversation we talked about that particular operation, and he then explained that his company was going to set up a crushing plant there and that they expected to have a Mr. Rider do the batching work at that plant on a lease basis, and that he was interested very much.

Q. Did he tell you that they were going to have Mr. Rider to be a tenant and they were going to build a crushing plant, and not that they had anything there at the time?

A. Oh, I don't know that he went into that great detail; but he did say he expected Rider to be a tenant—or was a tenant, I don't remember.

Q. You don't remember whether he said he was a tenant or was going to be a tenant. Is that right?

A. Well, sir, if you are here to expect me to remember everybody, I should have had a recording machine.

Q. You remembered it good about everybody this morning. I am asking you to repeat. Do you remember whether he said Rider was going to be a tenant or already was a tenant?

MR. CASEY: I object to the line of questioning.

THE COURT: Objection overruled.

MR. CASEY: If the Court please,—

A. May I ask this question—no, I will not ask this question. I better answer your question. If my memory serves me right—if my memory serves me right, the gist of the conversation then was that Rider was going to be the tenant.

Q. You don't remember whether he said he already was?

A. He may. I am not certain. My recollection—

Q. Now, did Mr. Dierker say to you, Mr. Stirone, "I want to find myself a good tenant for this place up there for when I am going to have a crushing plant"? Is that what he told you? Did he ever tell you that?

A. I don't think he used the phrase that he wanted to find a good tenant.

Q. And was Mr. Rider going to be the tenant of the crushing plant?

A. Mr. Rider was not going to be the tenant of the crushing plant. Mr. Rider, as I understood it, or I understand it now, was going to be the tenant to handle the batching of the ready mix concrete.

Q. So Mr. Dierker then spoke to you about this contract. Is that right?

A. Mr. Dierker at that time said that he was interested, because Rider was very anxious to get this contract and since he was going to be, or was, the tenant for the Duquesne Slag Products, he certainly felt that everything should be done.

Q. Mr. Stirone, did he ever tell you that he was interested in getting that contract?

A. Who?

Q. Dierker.

A. That he was interested in getting it for himself personally?

Q. No; that he was interested in getting it for Rider, because he wanted to sell slag to Rider?

A. Well, it would seem, sir, that his interest would stem from the fact that in getting Rider the contract—

Q. Not what it would seem. Did he or didn't he tell you that?

A. I believe that he did say that.

Q. He told you that he was interested in seeing Rider get the contract, so he could sell him slag. Is that right?

A. Well, I don't know that he was specific on the basis that you are.

Q. Did he say that Rider was afraid somebody else was going to take the contract?

A. Why, I believe Mr. Dierker said that Rider was fearful that somebody else might get the contract.

Q. Did he mention the Dravo Company or the Charleroi Supply Company?

A. I don't remember whether he did or not, sir.

Q. Did you ever hear Mr. Dierker say to you that Mr. Rider was afraid that the Charleroi Supply Company will get the contract, "and I am afraid that Dravo"—Dravo, who owns the Charleroi Supply Company—"will sell the ready mix concrete, and not me"?

MR CASEY: Objected to, as three questions in one.

THE COURT: Well, that is right; there are three questions in one. And you can separate them between now and tomorrow morning.

MR. TEITELBAUM: All right, sir.

THE COURT: We will recess until ten o'clock tomorrow morning.

(Whereupon, at 4:20 p.m. on Wednesday, June 12, 1957, a recess was taken until Thursday, June 13, 1957, at 10:00 a.m.)

MORNING SESSION

June 13, 1957. 10:00 a.m.

NICHOLAS A STIRONE resumed the stand.

Cross Examination (Cont'd) by Mr. Teitelbaum:

A Mr. Teitelbaum, I would like to say something if I may.

MR. TEITELBAUM: If it please the Court, I don't know what the defendant wants to say but I think he ought to answer questions.

MR. CASEY: He just said he had something to say.

MR. TEITELBAUM: I don't think that is proper, Mr. Casey.

MR. CASEY: I do, so we are at odds.

MR. TEITELBAUM: Let's see what the judge says.

THE COURT: Mr. Casey, ordinarily if there's anything you wish to bring out, you do it by proper questions.

MR. CASEY: I have nothing to bring out. The witness has said I have something I wish to say That's all I hear. I don't know any more.

MR. TEITELBAUM: I just said it wasn't proper. I asked the judge to rule on it, and now you are discussing it.

MR. CASEY: I didn't hear that part, about the judge ruling.

MR. TEITELBAUM: That's what I did. You are discussing it and you don't know what it is. We'll let it up to the judge.

THE COURT: You may bring it out later if there's anything you want brought out.

MR. CASEY: If the Court please, the witness has just said to Mr. Teitelbaum, there's something I'd like to say. I don't know what,—

MR. TEITELBAUM: I don't know what you are doing. I mean, that isn't proper—

MR. CASEY: I am trying to find out what you are doing.

THE COURT: We will sustain Mr. Teitelbaum's objection and you may propound your questions, Mr. Teitelbaum.

MR. CASEY: Do I understand the witness is not permitted to make a statement at this time?

THE COURT: No.

Q. Now, yesterday when you were on the stand, Mr. Stirone, you told us that in 1937 and 1938, outside of your activities as an International employee and then as president of Local 1058 and some dealings in the stock market, that you couldn't recall having any other business, trade, profession or calling, is that correct?

A. Yes, sir.

MR. CASEY: Objected to as one of the same objections that was thrown at me at many times. Six questions thrown in one and not a proper question on cross examination.

THE COURT: The witness has already answered the question so we will overrule the objection but there are several questions in that question, Mr. Teitelbaum.

MR. TEITELBAUM: Yes, sir. I was just trying to summarize what we had yesterday, is all.

MR. CASEY: That's all I was trying to do many times and the Court sustained the objection.

THE COURT: I can only take up one matter at a time.

MR. TEITELBAUM: Shall I repeat it?

THE COURT: It's already been answered.

Q. Now, sir, after 1938 and down to now, have you been engaged in any other business activities or callings?

A. Sir, I can't quite remember all of the activities that I may have been engaged in so it would be pretty hard for me to tell you from '38 to '57 the things that I may have done or not done.

Q. Well, sir, were you ever engaged in dairyfarming?

MR. CASEY: Objected to as immaterial.

THE COURT: Objection overruled.

A. Was I engaged in dairy farming?

Q. Yes.

A. Myself personally.

Q. Did you own a dairy farm in that period?

A. I did not own a dairy farm.

Q. Did you own a farm?

MR. CASEY: Objected to as not cross examination.

THE COURT: Objection overruled.

A. I did not own a dairy farm.

Q. A farm, I said, sir.

A. Mr. Teitelbaum, would you please have the question read, so that I can be sure.

THE COURT: Will you read the question?

Q. (Question read.)

A. Sir, I did not own a farm. Mrs. Stirone owned a farm.

Q. When did Mrs. Stirone buy that farm, if you know?

MR. CASEY: Objected to as not cross examination.

THE COURT: Objection sustained.

Q. Did Mrs. Stirone pay for that farm or did you?

MR. CASEY: Objected to as not cross examination.

THE COURT: That objection is sustained.

Q. Who paid for the farm when it was acquired?

MR. CASEY: Objected to as not cross examination.

MR. TEITELBAUM: Sir, I think it's proper to ask this man if he bought a piece of property and put it in somebody else's name. I remember in the interrogation of Mrs. Rider, there was lots more questions asked than that and it seems to me that Mr. Casey felt they were quite proper. This is not going anywheres near that far. I am just asking a relevant question. Did this man—

MR. CASEY: That's your opinion.

MR. TEITELBAUM: Of course, everything I say is in my opinion, Mr. Casey. Did this man pay for a farm which was put in somebody else's name; that's all I am asking.

MR. CASEY: If the Court please, just what he says now makes it irrelevant and immaterial. What difference does that make as far as the trial of the indictment at this criminal number here? It's not proper cross examination.

MR. TEITELBAUM: It seemed to make a lot of difference when Mr and Mrs. Rider were on the stand.

MR. CASEY: Wherein does it attack his credibility one iota? Wherein is it material in this issue?

MR. TEITELBAUM: It seems to me if somebody bought property—

MR. CASEY: I object to it.

THE COURT: The objection is overruled.

Q. Will you answer the question?

A. Will you repeat it?

Q. Did you pay for that property up near Bedford?

A. Sir, as far as I can recall, I don't remember. It's just like asking me if I had breakfast 20 years ago and what I had for breakfast.

Q. As to whether you paid for a piece of property in Bedford?

A. I don't remember, sir.

Q. When were you divorced, sir?
A. I believe it was in 1948.
Q. You don't remember the date in 1948?
A. No, I don't remember the date.
Q. When did you marry your present wife?
A. I believe in 1949.
Q. Do you remember the date?
A. May 23rd.
Q. Do you remember where you got married?
A. Cumberland, Maryland.
Q. Now, sir, at that time when you got married in 1939 or 1949, did Mrs. Stirone, the present Mrs. Stirone already have that piece of property in Bedford?
A. As far as I remember, sir, I believe the farm was owned by she and her father.
Q. Prior to the time that you married her?
A. Yes, sir.

MR. CASEY: Do I understand in line with this question, the Government is going to undertake as Mr. Teitelbaum said a few minutes ago that this farm property was purchased by Mr. Stirone and put in his wife's name? That's what he said here.

MR. TEITELBAUM: Mr. Stirone said he couldn't remember.

MR. CASEY: I am charging you with cross examination—

THE COURT: Just a minute.

MR. CASEY: If the Court please, I'd like to put this upon the record. The cross examination of collateral and immaterial matters for the purpose of contradicting this witness without any thought on the part of the United States Attorney's mind to contradict him or to attempt to contradict him, I say he has no such right unless he tells this Court and jury now that he proposes to show what he said a few minutes ago, to wit, this man used his money to buy a piece of property and put it in his wife's name.

THE COURT: You have made your record. Now proceed with the question.

MR. CASEY: May I ask the Court to inquire of the United States Attorney whether or not he proposes to prove in line with his questioning here, the facts which he stated to this jury and the Court a few minutes ago?

MR. TEITELBAUM: I don't think I have to make an offer of any kind in cross examination.

MR. CASEY: I am asking the Court.

THE COURT: I will reserve decision on that. Proceed with your questioning.

Q. What is the Ruston Company?

A. The Ruston Company, sir, is—

MR. CASEY: Just a minute. Objected to as immaterial and not proper examination.

THE COURT: Objection overruled.

A. The Ruston Company, sir, is the result of a partnership formed in 1944, I believe, then dissolved and is now a sole proprietorship owned by me.

Q. What does the Ruston Company do?

A. The Ruston Company keeps a record of things that I do in the nature of legitimate business in order that I satisfy the Bureau of Internal Revenue with a proper record of what business that I do.

Q. What kind of business do you do, Mr. Stirone?

A. That could be anything within the legal category of the Constitution of the United States.

Q. You don't know what kind of business the Ruston Company does?

A. Sir, The Ruston Company is not limited as a fictitious trade name.

Q. I am not asking you that. I am asking you what it does.

MR. CASEY: I object to the counsel arguing with the witness.

MR. TEITELBAUM: I am not arguing with him at all.

THE COURT: I don't consider that to be an argument, Mr. Casey.

MR. CASEY: I take it then I am overruled?

THE COURT: You are overruled.

A. Will you please rephrase your question or tell me the question?

Q. What does the Ruston Company do?

A. Mr. Teitelbaum, The Ruston Company does anything within the Constitutional provision allocated to an American Citizen.

Q. What has it done, Mr. Stirone?

A. It has done a multiple number of things of which I can not give you an exact detailed picture of each item that is done.

Q. Does it buy and rent equipment?

A. Yes, sir.

Q. Heavy construction equipment?

A. Yes, sir.

Q. To whom does it rent it?

A. It rents it to the contractors or those of them who wish to rent it.

MR. CASEY: If the Court please, I object to this line of questioning as having no probative value, being not proper cross examination, it has no relevance on the issue here involved.

THE COURT: Defendant's objection is overruled.

A. May I, sir—I want to make a correction to that statement.

Q. Oh sure, I want you to make corrections.

A. In order that the record be kept straight.

Q. Just make your correction.

A. I believe that the Ruston Company had in its books, there are records of two pieces of equipment which

were originally owned by Mrs. Stirone. I just wanted to get that correction because if my memory serves me right, that was the only two machines that were owned by that company that was engaged in the heavy construction industry.

Q. After you got married, Mrs. Stirone gave the equipment to you, is that right?

A. Mrs. Stirone never transferred title to those machines to me.

Q. Didn't you tell me you were the sole owner of the Ruston Corporation—Ruston Company?

A. That is very true but we have submitted join. tax accounts, joint tax figures and therefore it would make her as much an owner of that company as I am.

Q. I see. Did you one time rent a shovel to Perini Brothers when they were digging the Squirrel Hill Tubes?

MR. CASEY: If the Court please, I object to that as not cross examination and having no probative value, cross examination on a collateral matter and the type of matter upon which the Government could not have produced evidence in its case in chief.

THE COURT: The objection is overruled.

Q. Would you please restate your question?

A. Did you rent a shovel to Perini Brothers when they were digging a tunnel under Squirrel Hill in the Parkway?

A. That shovel was rented, sir, by Mrs. A. E. Stirone through a company that she owned prior to my marriage.

Q. That had nothing to do with the Ruston Company?

A. No, it did not at that time have anything to do with the Ruston Company.

Q. When was that shovel bought?

A. I believe, sir, around 1948 sometime.

Q. Did you handle the rental for Mrs. Stirone to Perinis or did she deal with them herself?

MR. CASEY: Objected to as not proper cross examination.

THE COURT: Objection is overruled.

A. Would you please restate the question?

THE COURT: Will you read the question?

Q. (Question read.)

A. Sir, if my memory serves me right, that rental was paid directly to Mrs. Stirone or her assignee.

Q. I asked you who negotiated with Perini Brothers, you or her?

MR. CASEY: Objected to as not proper cross examination.

THE COURT: Objection overruled.

A. Sir, if my memory serves me right, I believe that Mrs. Stirone herself and I believe I may have been with her at that time.

Q. Do you know what the rental was on the shovel?

MR. CASEY: Objected to as not proper cross examination.

THE COURT: Just a moment. I didn't quite hear that question.

MR. TEITELBAUM: I asked him, sir, if he knew what the rental was on the shovel.

THE COURT: The objection is overruled.

A. I believe, sir, the rental was $2,000 a month.

Q. You had a contract for two years of the rental?

A. Sir—

MR. CASEY: Objected to as not proper cross examination.

THE COURT: Objection is overruled.

A. Sir, I did not have any rental contract. That rental contract was with somebody else.

Q. Was there a rental contract?

MR. CASEY: Objected to as not cross examination.

THE COURT: Objection overruled.

A. I don't remember, sir, whether there was or not.

Q. Do you remember with whom the contract was?

MR. CASEY: Objected to as not cross examination.

THE COURT: Objection overruled.

A. That I don't remember as to who the individual was the contract was made with.

Q. Who got the $2,000 a month?

MR. CASEY: Objected to as not proper cross examination.

THE COURT: Objection overruled.

A. Certainly not I.

Q. Do you know who got it?

A. I don't remember.

MR. CASEY: Just a minute until I get my objection in. Objected to as not cross examination.

THE COURT: Objection is overruled.

Q. Did you include the income from that shovel in the joint income tax return?

MR. CASEY: Objected to as not proper cross examination.

Q. For the year in which the rental was received?

THE COURT: Objection overruled.

MR. CASEY: Just a moment. I include in my objection the latter part of the question.

THE COURT: You do what, Mr. Casey?

MR. CASEY: I said I included—I objected before he was finished with the question. I want to have my objection cover the latter part of his question also.

THE COURT: That objection will be sustained.

Q. Did you include the income from that shovel on your books and records of your personal income or your

wife's income, your joint incomes or of the Ruston Company?

MR. CASEY: Objected to as not proper cross examination.

THE COURT: I will sustain the objection to that.

Q. How much did you pay for the shovel—how much did the shovel cost when it was bought, do you know that?

MR. CASEY: Objected to as not proper cross examination. It has no probative value.

THE COURT: Objection overruled.

A. I did not buy the shovel, sir.

Q. You don't know what it cost?

A. I wouldn't want to hazard a guess.

Q. You have been in this business for some years. Do shovels of that type ever cost over $20,000?

MR. CASEY: Objected to as not cross examination.

THE COURT: Objection overruled.

A. Sir, shovels can cost from $5,000 to half a million dollars.

Q. I am talking about that shovel.

A. Sir, I did not buy that shovel. Therefore I wouldn't know the price.

Q. But would a shovel of that type ever cost over $20,000?

MR. CASEY: Objected to as calling for a conclusion.

MR. TEITELBAUM: I am talking of the type of shovel it was at the time it was bought.

MR. CASEY: Objected to as calling for a conclusion on the part of the witness.

THE COURT: Better first ask him if he knows.

Q. Do you know, sir?

MR. CASEY: Objected to as not having been properly qualified.

THE COURT: That objection is overruled.

A. Will you please repeat your question, sir?

Q. Do you know what a shovel of the type that was rented to Perini Brothers would have cost at the time that shovel was bought?

A. Sir, in trying to answer that question I would have to know many varied trade makes of that type of shovel because the prices vary and therefore I am unable to give you the exact price of the shovel.

THE COURT: All right, he doesn't know so that precludes any further inquiry about the price of that shovel.

Q. Mr. Stirone, during the period—did you ever act as middle man to get any contract for any other contractor for a commission?

MR. CASEY: Objected to as not cross examination.

THE COURT: Objection overruled.

Q. Other than Rider did you ever act as a middle man to get a commission from any other contractor for getting him a contract?

A. In so far as any type of contract on the basis of Rider—

MR. CASEY: Just a moment, I object to that as calling for a conclusion in the use of the word "middleman".

MR. TEITELBAUM: I think he knows what a middleman is.

MR. CASEY: I think I don't, so I am objecting to it and say it is not proper cross examination and has no right in this case. The matter upon the Government's case is carried upon the books as a sales and commission and bonus. I don't see the word "middleman"—that is only this gentleman's opinion as to what is involved.

THE COURT: I will sustain the objection in so far as the form of the question is concerned.

Q. During the period from 1937 when you came to Pittsburgh until now, did you ever get a commission from any other contractor to get him a contract for work as a sub-contractor or as a prime contractor?

A. Truthfully, sir, I don't remember excepting that the commission obtained from the Rider contract is the only one of its kind.

Q. Thank you, sir. Did you ever during the time from 1938 until the present time receive from or ask any sub-contractor or prime contractor to give you money for any reason or pay money to you for any reason?

MR. CASEY: Objected to as not cross examination.

THE COURT: He has already testified he has not engaged in any similar transactions such as the Rider transactions with any other contractor.

MR. TEITELBAUM: Now I am asking the further question, did you ever ask them to pay him any money for any reason, either sub-contractor or prime contractor.

MR. CASEY: If the Court please—

THE COURT: Objection is sustained to that.

Q. Mr. Stirone, did you ever ask any contractor to pay you money, a sum of money to help him in labor difficulties?

MR. CASEY: Objected to as not proper cross examination. Objected to further as a violation of the Act of 1911.

MR. TEITELBAUM: Violation of the Act of 1911? That doesn't apply in Federal Court.

THE COURT: That's true, it doesn't. That's a Pennsylvania act. Objection overruled in so far as that question is concerned.

A. Mr. Teitelbaum—

MR. CASEY: Just a moment, please. I further object upon the basis that under the questioning that it would tend to ask this witness whether he had committed a crime not connected with the one on trial here.

MR. TEITELBAUM: I don't know that that's a crime. I don't think it is.

THE COURT: Of course, that raises a serious question.

MR. TEITELBAUM: If the Court please, the man has told us he is a labor consultant. I just want to know if that is part of his labor consultant—

THE COURT: That isn't the way you phrase your question. I will sustain the objection at this time to the form of the question.

Q. Did you ever act as a labor consultant, advisor or employee or receive compensation as such from any contractor or any person engaged in the business from 1937 until the present time?

MR. CASEY: That's objected to for the same reason. As this man well knows that under the Taft-Hartley law, there is a certain employer-employee-union relationship and it's one matter that is involved. I object to it.

MR. TEITELBAUM: First of all, the Taft Hartley Act has certain limited applications. There are certain conditions that must be present before the Taft-Hartley law is involved.

MR. CASEY: If this gentleman will eliminate those conditions, I will withdraw my objection.

MR. TEITELBAUM: I don't know. I want to ask him if he ever received money for acting as a labor- if he ever rendered any services to any contractor for which he received pay is what I am asking.

MR. CASEY: That could include any contractor who had employees who were members of his union to which he was a negotiator, so if he is willing to take that out of the question, I will withdraw my objection.

MR. TEITELBAUM: I will see if I can reword it to take care of Mr. Casey's objection. That's what I was getting at.

MR. CASEY: You don't need to worry about Mr. Casey. Mr. Casey will try and take care of himself, as far as the record.

THE COURT: I am sure each of you can take care of themselves.

MR. CASEY: If the judge please, he directed his comments to me.

MR. TEITELBAUM: I directed them to the Court.

THE COURT: He was looking at me though.

Q. Mr. Stirone, at any time did you ask for and receive money for services from a contractor or a sub-contractor at a time when you and he were not engaged in any labor difficulties but he may have had difficulties with some other union and he wanted your assistance?

MR. CASEY: Objected to for the same reason.

MR. TEITELBAUM: Now, I don't know what the objection is to that.

MR. CASEY: Will you please have it read to Mr. Teitelbaum?

MR. TEITELBAUM: Well, the judge remembers what the objection was.

THE COURT: I will sustain that as to the form of the question.

Q. Did you ever prior to the passage of the Taft-Hartley Act ask or accept from an employer money from a contractor or sub-contractor, money for services rendered in connection with labor matters?

MR. CASEY: Objected to.

THE COURT: Not involving members of his union. That was in the last question. Objection overruled.

Q. Not involving members of your union, yes, sir.

A. Not that I can remember, sir.

Q. Have you at any time since the passage of the Taft-Hartley Act accepted money from a contractor for your services in connection with a labor dispute in a matter not involving any employee whom you represented as a labor representative?

MR. CASEY: Objected to.

THE COURT: Objection overruled.

A. Not that I can remember, sir.

Q. Do you know Mr. Max Harrison?

MR. CASEY: Objected to as immaterial and not part of the—anything brought out on cross examination.

Q. Did you ever receive any money from Mr. Max Harrison for—

MR. CASEY: Objected to.

Q. For assisting him in a labor problem?

THE COURT: Let's get your question on the record and then let Mr. Casey put his objection in. The objection was interposed before you were through with your question. Now repeat your question and before you answer, Mr. Stirone, let Mr. Casey have an opportunity to object.

Q. Did you ever accept money from Mr. Max Harrison for assisting him in a labor problem?

MR. CASEY: That is objected to.

Q. Of course, not connected in any manner with any employee whom he represented? —whom you represented as a labor representative?

THE COURT: Objection overruled.

A. Not that I can remember, sir.

Q. We were talking as we left yesterday about the meeting in the cocktail lounge in the Carlton on August 27th? That's when you met Mr. Dierker over there, August 27th, 1951?

A. Yes, sir.

Q. And then subsequent to that meeting on the 29th you testified that you and Mr. Rider and Mr. Dierker met together?

A. Yes, sir.

Q. Is that correct? I was inquiring as to whether or not Mr. Dierker had indicated to you—

THE COURT: Mr. Teitelbaum, I was wondering if you would stand just about there so Mr. Casey could move over just a little bit.

MR. CASEY: Mr. Teitelbaum has intentions of standing directly in front of me.

THE COURT: I know we don't want to bar you, Mr. Casey.

MR. CASEY: I don't mean to be disrespectful.

MR. TEITELBAUM: Now, you can see just as well over there.

MR. CASEY: I did not, sir. You sit down there and I'll stand in your place. I defy you to see whether I can see well or not.

THE COURT: Suppose you stand there and Mr. Casey can sit back there.

MR. CASEY: The only reason I desire to sit here is because he is blocking my view.

THE COURT: That is all right. Now we have covered this matter. Proceed with your questioning.

MR. CASEY: I am trying to see.

THE COURT: Now, Mr. Teitelbaum, please do not stand in front of Mr. Casey.

MR. TEITELBAUM: Well, he is restricting my movements. I am of a nervous disposition, Judge, and I like to walk up and down.

MR. CASEY: It seems to be frustration instead of nervousness.

THE COURT: Mr. Casey, that remark was entirely unnecessary and I direct it be stricken from the record and the jury disregard it.

MR. CASEY: If the Court please—

THE COURT: Sit down and—

MR. CASEY: I move that the remark about him being nervous be stricken from the record.

THE COURT: That should be stricken from the record too.

Q. Mr. Stirone, at that meeting, did Mr. Dierker tell you that he was concerned because he wanted to get a tenant for his place out there in Belle Vernon?

A. At the meeting in Mr. Dierker's office, sir, there was no mention made by Mr. Dierker of that at all.

Q. How about at the Carlton House, at the cocktail lounge?

A. That may have been said in the general course of conversation but at the meeting that you referred to, Mr. Dierker sat there silently.

Q. I am now referring to the meeting at the Carlton House, sir. I want to get at that point.

A. But you started your question, sir, with the meeting at Mr. Dierker's office.

Q. All right.

A. I therefore wanted to c[illegible]y it so that an erroneous impression would not be created.

Q. We don't want to create any erroneous impressions, you made that clear. Now, at any other meeting—

MR. CASEY: These side remarks about making it clear, it's not clear to me.

MR. TEITELBAUM: I am trying to make it clear to the Court and jury, Mr. Casey. You can take care of yourself.

Q. Mr. Stirone, at a meeting in the Carlton House on the 27th or at the meeting on the 29th or at any other time, did Mr. Dierker tell you that he was concerned, because he wanted to obtain Rider as a tenant at the location of his crushing plant out in Belle Vernon?

A. Sir, Mr. Dierker didn't express a concern. He said that Mr. Rider would love to have that contract.

Q. Then he was talking for Mr. Rider, was he, and not for himself?

MR. CASEY: That is objected to as not cross examination. I presume that the man would say to that, who he was talking for would be Mr. Dierker.

MR. TEITELBAUM: Now, I think this is an important point because of the various statements that Mr. Stirone made on his direct testimony and therefore I want to find out now whether Mr. Dierker said I am concerned. I want to have a good tenant for this batching plant or whether his interest was that Rider would get the contract. That's what I am asking.

MR. CASEY: I have no objection to that.

THE COURT: You have no objection to that?

MR. CASEY: No, I have no objection to that, but you didn't say that.

MR. TEITELBAUM: Well now, let's answer it that way.

Q. In your conversation with Mr. Dierker, did he say to you that he was concerned because he wanted a good tenant for the property out there in Belle Vernon that he had leased or did he say that he wanted to get the contract for Rider?

MR. CASEY: Objected to as three questions in one. It can not be answered—

MR. TEITELBAUM: It's only one question.

THE COURT: Mr. Teitelbaum, you can rephrase that question. Ask him one thing at a time.

Q. Did Mr. Dierker say to you that he wanted to get a good tenant for his batching plant in Belle Vernon?

A. Mr. Dierker —

Q. Just — go ahead answer it.

A. I will talk when you get through.

Q. I am through. You go ahead. Answer my question now.

MR. CASEY: If the Court please, I object to any colloquy between the lawyer and the witness.

MR. TEITELBAUM: I am having a tough time, judge.

MR. CASEY: I have got to find some place where I can hear. You talk low and I don't hear you. Is there any objection if I sit here?

THE COURT: No, we have no objection whatsoever. You sit right down there. Maybe you can keep your voice up.

Q. Will you answer my question, Mr. Stirone?

A. Will you please restate your question, sir?

Q. Did Mr. Dierker on either the 27th or the 29th indicate to you that he was concerned about this contract because he wanted to get a good tenant on his property out in Belle Vernon that he had leased from the Pittsburgh Steel?

A. He didn't put it that way, sir. He said that Mr. Rider was very much interested in getting that contract.

Q. And sir, did he mention the Charleroi Supply Company at that time or any other time to you?

A. No, I don't believe that he at that time mentioned the Charleroi Supply.

Q. Did you ever hear — did Mr. Dierker ever tell you that Rider was afraid that Charleroi Supply Company would get the contract instead of him?

A. He may or may not have said it. I couldn't remember verbatin every word that you are trying to get me to put in here.

Q. This first meeting that was over at the Carlton on the 27th of August of 1951, is that correct?

A. Yes, sir.

Q. You didn't meet with Mr. Dierker by prearrangement, just happened to be there?

A. I believe, sir, that I testified yesterday —

Q. Just answer the question again, sir.

A. I'd like to clarify it for the jury, a truthful answer. I can't certainly give you a yes or a no.

THE COURT: Mr. Stirone, you go ahead and answer the question again then.

A. Sir, I testified yesterday that the Carlton House was a sort of general meeting place for people in the trade.

Q. All I want to know —

A. I want to tell you how I met him. You asked that question.

Q. All I want you to do —

THE COURT: Let him answer the question. If he wants to repeat that, let him repeat it.

A. It was a general meeting place —

MR. CASEY: It isn't a question of repeating. The examiner asked him a question. He has a right to explain it.

THE COURT: He's answered it, Mr. Casey, and I am going to let him answer it in his own way.

A. That was a general meeting place for a lot of people in the trade and we met there, sometimes I met with people in that Carlton House by arrangement and sometimes we just happened to meet by accident.

Q. Now, with Mr. Dierker was it by arrangement or by accident?

A. I don't quite recall at this moment whether it was by accident or whether it was by design.

Q. Then you met with Rider on August 29th at ten o'clock in the morning, is that right?

A. Yes, sir.

Q. On what day was it that you phoned Mr. Kassab about this?

A. Probably the same day or the following day.

Q. Then did you go to see Mr. Kassab or did you discuss it on the phone first?

A. I may have seen him or I may have talked to him or I may probably have done both.

Q. Did you ask him to give this contract to Rider as a personal favor to you?

A. Yes, sir.

Q. Had you ever prior to that asked Mr. Kassab or any other contractor to give a contract to any particular sub-contractor as a personal favor to you?

MR. CASEY: Objected to as not proper cross examination.

THE COURT: I think perhaps that objection is sustained.

Q. After you and Mr. Rider you say reached an agreement that was all right, you never saw Rider again until you saw him one day over in some tailor shop, is that right?

A. Yes, sir.

Q. But you did talk to him on the telephone?

A. I believe I testified yesterday, sir, that sometime in November of 1951, I spoke to him for the first time, I believe, and after that I tried to get him a few times but didn't have very much success.

Q. Did you leave messages with his wife?

A. Oh yes, I left messages with his wife all right but he never called back.

Q. Did you ever talk to his wife about it instead of just leaving a message?

A. No, I never discussed any business with his wife, excepting to ask her to please, the least he could do was answer a call.

Q. Where did that first check, where did you get that first check?

A. Sir, that first check was mailed to me.

Q. Where did it come to?

A. It came to 1506 Bigelow Apartments.

Q. That was on what date?

A. Sir, there's a notation on the exhibit made on my behalf, in my handwriting showing it was received on March the 3rd, deposited on March 4th, paid March 5th.

Q. 1951?

A. 1952.

Q. Or 1952, yes. Mr. Stirone, where were you living on March 3rd, 1952?

A. Sir, I believe that I was in error a moment ago. Now that my memory is refreshed I was living at 5260 Centre Avenue and that's where the check was mailed and I want to further add that I moved to the Bigelow I believe in the month of May, 1952.

Q. Did Mr. Rider know where you lived?

A. Yes, sir.

Q. How did he know where you lived?

A. Because I gave him the address which I spoke to him in Mr. Dierker's office.

Q. Did you call him up or write him a letter and tell him where you moved?

A. No, I did not, sir.

Q. Well now, you remember you got a second check. How did he know where to send that?

MR. CASEY: I understand that this question to be at the time he moved whether he told him? I object. It's unintelligible.

MR. TEITELBAUM: I want to know how Mr. Rider knew where to mail the second check.

MR. CASEY: Ask him that.

MR. TEITELBAUM: That's what I did ask him. How did he know where you lived?

MR. CASEY: You did not. You said that —

MR. TEITELBAUM: I don't want to argue with you.

Q. How did Mr. Rider know where to send the second check?

A. I believe, sir, word was left at his office.

Q. On one of your phones there?

A. Probably, sir.

Q. Where was your office in 1952, in March of 1952?

A. 5 Court Place.

Q. On what floor?

A. Third floor.

Q. How do you get up to the third floor?

A. You get up to the third floor by walking up two flights of stairs.

Q. At your outer door is there a place where you can look out to see who is outside or was there at that time?

A. I assure, you, sir, at the outer door there was a big door, as big as this one, that you walk into and then there is an anteroom and in that anteroom, sir, there are four windows, not slats, four windows. There is a door to the left, or rather a door to the right and a door directly in front of you. You enter that door and you enter the business agent's room and then you enter another door and you enter into my room.

Q. You have a private office there?

A. I don't know how private you call it. It's open to everyone.

Q. It was your office?

A. It's presumed to by my office.

Q. Then sometime after your meeting with Mr. Kassab, you say that Mr. Kassab called you on the phone and said that he wanted to know if Mr. Rider could do the job, is that right?

A. Sir, that phone call —

MR. CASEY: Just a moment, I object to that.

The District Attorney knows, I think the word was used was service the job in direct examination.

MR. TEITELBAUM: Oh well —

MR. CASEY: Oh what well.

THE COURT: Just a moment, Mr. Casey

MR. CASEY: The Government attorney —

THE COURT: Just a minute, we're not going to have any more of this. I direct both of you to observe the proper courtroom decorum.

MR. CASEY: I am willing to accede to that.

MR. TEITELBAUM: Now, Mr. Stirone —

THE COURT: Will you repeat the question, Mr. Teitelbaum?

Q. Did you testify that Mr. Kassab called you on the phone relative to Mr. Rider's ability to carry out the sub-contract? I don't pretend to be quoting. Was there a call of that nature?

A. I believe, sir, that either he called me or we met within a matter of a couple of days from the conference had at Mr. Dierker's office where Mr. Rider met me and agreed to this business transaction.

Q. Did Mr. Kassab at that time — did you then investigate through Mr. Dierker to find out about it from Mr. Kassab, is that what you say?

MR. CASEY: Objected to as improper. I can't follow him myself and I am sitting close. Four questions. He changed in the middle of it. I wouldn't know what to answer to it. I object to it as not intelligible.

THE COURT: Will you read the question? (Question read.)

THE COURT: Will you rephrase your question, Mr. Teitelbaum?

Q. Did you then contact Mr. Dierker? Did you testify — excuse me. I will withdraw what I said prior to this point. Did you testify that you then saw Mr.

Dierker and inquired of him relative to Mr. Rider's ability to satisfactorily perform the contract to deliver the ready-mixed concrete?

MR. CASEY: Objected to as not cross examination, whether he testified or not —

THE COURT: The objection is overruled.

A. I believe, sir, that I testified that I called Mr. Dierker to make inquiry as to whether or not he could find out whether Mr. Rider could service this contract.

Q. Did you subsequently call Mr. Kassab again on that subject?

A. I subsequently either called or spoke to Mr. Kassab in person, assuring him that he could service the contract.

Q. How much time intervened while you were finding that out between the time Mr. Kassab called you and you were able to find out from Mr. Dierker?

A. Sir, it was no more than a matter of four or five days, beginning with the 29th, I believe it was no more than three to five days when the whole thing was agreed to and assured.

Q. After you assured Mr. Kassab of that did Mr. Kassab say to you as a personal favor to you, Nick, I will give him the contract?

A. I don't know that he put it in those words, sir. He said, "Well, Nick, if you say he can do the job, that's all right. The next thing is whether or not we can agree on the proper price." That's when I said to him, "Well now, if the price is not right, then it's up to use your judgment as to whether you want to give it to him or not."

Q. That occurred to him the second time you talked to Kassab, not at the time you originally talked to him?

A. Sir, that may have been spoken of on two occasions, both the first time and the second time.

Q. Did you phone Mr. Rider and tell him O.K., Bill, you are getting the contract?

A. Sir, I believe that I told Mr. Dierker that everything was all right and that he'd have the contract.

Q. You never called Mr. Rider, and told Mr. Rider you say employed him — you never called him and told him that he was awarded this contract?

A. Sir, I believe there was a close friendship between Mr. Dierker and Mr. Rider and since Mr. Dierker was the means of introducing us, I let Mr. Dierker have the information and Mr Dierker tell Mr. Rider.

Q. But you did not tell Mr. Rider at any time?

A. Well, sir, I am not presumed — I hope I am not presumed to remember verbatim everything you want me to remember.

Q. I just want you to answer whether you ever told Mr. Rider that he got the contract before he found out about it from other sources?

A. I may have told him.

Q. Do you remember whether you did or not?

A. I said I may. I don't want to perjure myself, sir.

Q. And after your meeting of the 29th, the next time you talked to Mr. Rider was sometime in November, you told us, is that right?

A. Sir, I believe I have answered that question for you three or four times. How many more times do you want me to answer it?

Q. Just now please.

THE COURT: Answer the question, Mr. Stirone.

A. I believe I talked to Mr. Rider by phone in November.

Q. Mr. Stirone, you have a filing system whereby you save letters and envelopes that the letters come in, don't you?

MR. CASEY: Objected to as not cross examination.

THE COURT: Objection overruled.

A. Will you please restate your question?

Q. Do you have a filing system whereby you preserve letters that are written to you and the envelope or container they are contained in?

A. I have some files that I keep what I would consider important letters to me but however in the main, I do not keep the envelope that they come in because it makes the file entirely too bulky unless there is a specific reason for keeping it.

Q. Was there a specific reason for keeping some of these envelopes on these checks from Mrs. Rider and these statements from Mrs. Rider?

A. Sir—.

MR. CASEY: If the Court please, I would ask that the counsel for the Government show the man the exhibits?

A. Will you restate your question?

Q. Was there any reason to keep the envelope in that case?

A. Yes, sir, there was a very, very good and specific reason for keeping this envelope. I would like to have the jury to know, sir—

Q. Just answer my question.

MR. CASEY: Leave the man alone, will you please, in his answers?

MR. TEITELBAUM: Your Honor—

MR. CASEY: The man is attempting to answer the question and he is standing here in front of him baiting him.

MR. TEITELBAUM: If the Court please, I am trying to get an answer to my question.

MR. CASEY: You are not—

THE COURT: Wait a minute, Mr. Casey.

MR. CASEY: Why Mr. Casey?

THE COURT: Wait a minute.

MR. CASEY: I can't talk, is that it?

THE COURT: Just a moment. Will you please repeat your question so there is no misunderstanding about it?

Q. I asked him if there was a reason for keeping the envelope. All I want is an answer.

THE COURT: You answer that question, Mr. Stirone.

MR. TEITELBAUM: I think it can be answered yes or no. Then if he wants to explain I will not restrict him from doing it.

MR. CASEY: If the Court please, he has answered the question. He said there is a good and sufficient reason.

MR. TEITELBAUM: All right.

THE COURT: You gentlemen interrupted.

MR. TEITELBAUM: I didn't.

THE COURT: I didn't catch the answer.

MR. CASEY: I didn't interrupt, Mr. Teitelbaum did.

THE COURT: Just a moment now, Mr. Casey. Would you answer it again for me, Mr. Stirone?

A. If your Honor please, I would like to say the good and sufficient reason for keeping this envelope was because the Internal Revenue Department keeps a very close scrutiny on me and the check received was dated for December 31st, 1953 and I received it on January 4th and included it on my income of 1954 and I wanted to have some proof.

Q. So that ordinarily you do not save envelopes unless they have a purpose, is that right?

A. Sir, I don't believe you will find another envelope there.

Q. I have not so stated, I asked you a question.

MR. CASEY: I object to the form of the question, he just having answered it.

THE COURT: Yes, the question has been answered.

Q. You then began to get a series of checks and I think the last one was received in 1953, December, 1953, is that right?

A. Yes, sir. The last one was not received in December of 1953, please, correction. The last one was received on January the 6th, 1954.

Q. All right. During the period of time that you were inquiring as to —you were wondering as to why Mr. Rider wasn't making any payments you told us you went and asked Mr. Kassab about it, is that right?

A. I don't believe I said that.

Q. Didn't you ask Mr. Kassab whether Mr. Rider had started to make his deliveries of concrete or not and whether they paid him or not?

A. I believe, sir, that was sometime in November that I did have occasion to ask Mr. Kassab.

Q. At that time you told Mr. Kassab for the first time that you were receiving a commission on that order, is that your testimony?

A. Yes, sir.

Q. Was Mr. Kassab surprised or angry or anything else when he heard you had gotten a commission?

MR. CASEY: Objected to, Mr. Kassab can answer that.

THE COURT: I think you can reword your question. Rephrase your question. I will sustain the objection to it in the present form.

Q. Did Mr. Kassab say anything to you indicating that he was surprised that you or angry that you had taken a commission?

MR. CASEY: Objected to as not cross examination, hearsay.

MR. TEITELBAUM: I haven't asked him for any hearsay to prove the purpose thereof but to prove

the state of mind when he first heard a thing like this.

THE COURT: Objection overruled.

A. Would you please restate your question, sir?

Q. Would you read the question, please? (Question read.)

A. Sir, I don't recall that Mr. Kassab had anything to say nor do I have a photographic mind to remember what his face looked like at the moment.

Q. So that you had no impression at that time, you in your own mind had no impression that he was either surprised or angry?

MR. CASEY: Objected to as not cross examination.

THE COURT: Objection overruled.

A. I didn't say that he was surprised or not surprised, sir.

Q. I am asking you. Do you have any impression as to whether he was or not?

A. I don't know whether he was or was not.

Q. At the time that you got the last check that you got which was that check No. 14 on the bank in Belle Vernon and you had received your final statement, the last statement that you got from Rider as to the delivery of concrete, at that time did you ask either Mr. Kassab or Mr. Dierker whether any cement was delivered after that time?

MR. CASEY: If the Court please, I am lost. In the third part of it. I object to the form of the question as being unintelligible.

MR. TEITELBAUM: I will rephrase it, sir.

THE COURT: All right, you will withdraw the question and rephrase it.

Q Yes. After you received the Check No. 14 on the bank in Belle Vernon and the last statement from Riders as to the delivery of concrete, did you inquire of either Mr. Dierker or Mr. Kassab as to whether any more concrete was delivered?

A. No, I did not, sir.

Q. Did you ever inquire as to Mr. Dierker or Mr. Kassab as to the total amount of ready-mixed concrete delivered by Riders?

A. No, I accepted the statements in good faith of the Rider Supply Company.

Q. Now, Mr. Stirone, you tell us that in September of 1951, you went to an A. F. of L. convention in San Francisco?

A. Yes, sir.

Q. On what date did you tell us you left for San Francisco?

A. I believe, sir, that the testimony given was on the 9th of September.

Q. Mr. Stirone, I ask you to examine what has been marked as Defense Exhibits H 1 and H 2 and to read to me what date that airplane left?

MR. CASEY: Objected to. The exhibit speaks for itself

MR. TEITELBAUM: Yes, Your Honor. Thank you, he is right. I will take it.

THE COURT: All right, read it to the jury.

MR. TEITELBAUM: (To the jury) Departure date is September 10 of 1951.

A. Let the record speak for itself.

MR. TEITELBAUM: That's right.

Q. Now, Mr. Stirone, you said in your testimony, I believe, that on the day that you got back you got back late in the evening, is that right? That's why you didn't go to the office that day?

A. I said I may have gotten back late in the evening.

Q. That was the reason you didn't go to the office, is that right?

A. Yes, sir.

MR. TEITELBAUM: If it please the Court, I refer again to Defendant's Exhibit H, which shows

arrival time in Pittsburgh at 1:25 p.m. Eastern Daylight Savings Time.

MR. CASEY: Now, if the Court please, I do not care to cast aspersions upon the timeliness of the T.W.A., being a T.W.A. ambassador but I do know that an arrival date is just some little evidence as to what time the plane actually arrives or actually leaves.

THE COURT: I think we have all had enough experience with airplanes to understand that, Mr. Casey.

MR. TEITELBAUM: I just read what Mr. Casey put in evidence.

THE COURT: All right, it's in evidence.

Q. At the time you left for there, your address was 5260 Centre Avenue in Pittsburgh, Pennsylvania, is that correct?

A. Yes, sir.

Q. Do you recall the name of that apartment house?

A. Coronado Apartment House.

Q. Will you speak up a little bit?

A. The Coronado.

MR. CASEY: I heard it back here.

THE COURT: Mr. Casey, now wait a minute.

MR. TEITELBAUM: I haven't said a word, Your Honor.

MR. CASEY: But your arm is going, I can see it.

THE COURT: Just a minute. You both have been waving your arms a little bit this morning, so let's sit down and be calm.

MR. CASEY: If the Court please, sitting at the far end with the fans going at the far end of the counsel table and Mr. Teitelbaum being directly in front of the witness, I heard him say Coronado over here and I charge that the District Attorney was

trying to unduly emphasize certain parts of the testimony not in good faith unless his hearing is bad. If that is so—

THE COURT: I am sure your hearing and his hearing are both adequate. Proceed with your questioning.

Q. And the purpose of that trip was to attend a convention of some sort in New Orleans.

MR. CASEY: Objected to as not a question of some sort. Objected to as not being proper.

Q. Your purpose was to attend a convention in New Orleans, is that correct?

MR. CASEY: Objected to, unless I am off on the wrong time here now. I thought this was September.

A. Did the Court rule?

THE COURT: I was listening to the objection of counsel.

MR. CASEY: If the Court please, I thought this was a September date. It might be in error.

THE COURT: What date is it?

MR. TEITELBAUM: I am talking about this September date when he said he went to New Orleans with this convention.

MR. CASEY: He did not say that. He said it was February, February 28th, 1952.

Q. At the time that you departed on September 10th, where were you going, sir?

A. I believe, sir, that the evidence introduced in my behalf speaks for itself. I went to San Francisco, California.

Q. That's right, but you were going to a convention, is that right?

A. Convention of the American Federation of Labor and the Building and Construction Trades Department as an observor for the Laborers' District Council of Western Pennsylvania.

Q. You and your wife's transportation was paid to San Francisco for that purpose by the union, is that right?

A. For your information—

MR. CASEY: Objected to as immaterial and not cross examination. What has that got to do with it?

THE COURT: The objection is overruled.

A. For your information—

MR. CASEY: If the Court please, I would like to argue my objection.

I think it is of no materiality in this or any other case as to—the issue is whether or not he went to California. The burden of proof is upon—since alibi is alleged here on the part of the defense, the burden of proving only by the preponderance of the evidence as a proper defense. In so far as that testimony is concerned, in line with that defense it has no probative value, it does not tend to destroy the credibility of the witness whether, who paid it, whether you did it or I did it or Mr. Teitelbaum.

THE COURT: Mr. Casey, it is my recollection he testified in direct examination the union paid his expenses to go out there.

MR. CASEY: No, no, there was a check introduced which shows a check payable from the union to the T.W.A. for three hundred and some dollars dated August 29th, 1951. That's all I can recall about it. It's in evidence.

MR. TEITELBAUM: Your Honor, I want to know what it was for, that's all.

MR. CASEY: Ask T.W.A.

THE COURT: I have overruled your objection, Mr. Casey, so sit down and suppose you stay sitting there too, Mr. Teitelbaum.

Q. Is that correct that you and your wife, that check was to pay for your wife's fare and your own? That is

Defendant's Exhibit I to San Francisco?

A. Well, to be honest with you, sir, I don't—since this goes back to 1951, I don't remember honestly whether it's for transportation of just myself round trip or whether it included both, but however you can determine that. I presume you have.

Q. Mr. Stirone, what were the dates of the convention?

A. The dates of the convention, sir, the exact length I believe the Building Trades Construction Department convention started on the 12th and following that I believe the American Federation of Labor convention started on the 17th. Now the record can be gotten if it satisfies you.

Q. We know that. When did it end, Mr. Stirone?

A. I am not certain, sir.

Q. Did you stay until it was over?

A. I don't believe I did.

Q. You left on the 20th or the 19th, excuse me. You left California on the 19th, is that right?

MR. CASEY: If the Court please—

A. The exhibit will show for itself.

MR. CASEY: It all depends on whether he's going on Pacific Standard Time, Eastern Standard Time. I have no objection if he would say what time.

THE COURT: All right, we will find out.

MR. CASEY: The record shows what time a limousine was to leave.

Q. Mr. Stirone, it'd be the 19th or 20th, depending on the time you left then, is that right?

A. I believe the exhibit will show when I left.

Q. You don't remember?

A. Read for yourself.

Q. I asked you whether you remembered. Do you remember?

A. You have it in your hand, sir. Why trouble me with—

BY THE COURT:

Q. Mr. Stirone, do you or don't you remember when you left?

A. I believe, sir, I left on the 20th.

Q. That was then two or three days after the convention started, is that correct, it started on the 17th?

A. I presume that to be right.

Q. Didn't the convention continue through the 25th?

A. Since I was not there, sir, I couldn't swear that that's when it finished.

Q. So you did not observe the whole convention?

A. I did not, sir, the whole convention.

MR. CASEY: If the Court please, he just got through saying that in a previous answer.

MR. TEITELBAUM: If it please the Court, I'd like to read from the defense exhibit H which shows departure date of September 19th.

MR. CASEY: It shows departure date September 19th Pacific Standard Time and if it is Eastern Daylight Savings Time, that's all I am trying to find out.

THE COURT: Let me see that? There's only three hours' difference in time. —It's hard for me to make out.

Q. Was it in the morning or afternoon when you took the plane out of San Francisco?

A. If my memory serves me right, sir, it was, I believe, after ten o'clock at night.

Q. After ten o'clock at night?

A. That's right.

Q. During the period of time that you were in San Francisco, did you operate on Daylight, Eastern Standard Time or Pacific Time?

A. That I wouldn't remember, sir.

Q. In the trade and knowing affairs up and down the Valley as you do or did, did you never hear of the fact that Mr. Rider went bankrupt until fall of 1955?

A. That is the truth, sir.

Q. Mr. Stirone, when you were calling on the phone to Riders, did you know that you were talking to Mrs. Rider when you were trying to get Mr. Rider on the phone, do you know you were talking to her?

A. Not for a long time, sir.

Q. Did you subsequently find out you were talking to Mrs. Rider?

A. I believe she made it known that she had become Mrs. Jeanne Rider.

Q. Had become Mrs. Jeanne Rider?

A. That's right.

Q. Did you ever know her before she was Mrs. Jeanne Rider?

A. No, never met her in my life.

Q. You had never met Rider until August 29th, is that correct?

A. That's right.

Q. She told you she had become Mrs. Jeanne Rider?

A. That is what she said.

Q. All right, now, after you found out it was Mrs. Jeanne Rider, did you ask her about the checks?

A. No, sir, I did not.

Q. Why not?

A. Because I didn't have any business transactions with her.

Q. You saw that she signed the checks, didn't you?

A. That made no difference to me, sir, who signed the checks.

Q. You only were going to talk about this to Mr. Rider, is that correct?

A. Well now when you say "this" what do you mean?

Q. This transaction, you only desired to talk about it to Mr. Rider, is that correct?

A. Sir, for your information I made the transaction with Mr. Rider and I wasn't about to beef to Mrs. Rider.

Q. I have nothing further, sir.

(Change of reporters.)

[*Chronologically this should immediately precede the second row of asterisks at 215a and should immediately follow the last answer preceding that row of asterisks.*]

Q. Mr. Dierker, did you ever go with Mr. Stirone to the plant at Belle Vernon and there meet Mr. William G. Rider, at which time Mr. Stirone demanded fifty cents a cubic yard for the concrete, otherwise he would see that he didn't—that Rider didn't keep the contract with Ragnar Benson, or wouldn't see that he had no labor trouble?

A. No, sir; I am very definitely positive; not at any time there with him. I was with Mr. Stirone one time at our Monessen plant. I indicated one day that we had just completed the plant. As I said, we had quite a time, and we put our plant together in parts—we put a partial plant, and tore that down—and when the steel came in put the final plant in. I recall telling him that the plant had been completely erected and was one of the finest in the district, and we were rather proud of it. And I said "Would you like to see the plant?". And he said yes. Well, we opened the plant on May 10, I believe, in 1952. I recall being there with him for this reason: Because our plant is about ninety feet high, and we have an open grille staircase running up the side of the plant. And he was a little timid, walking up, looking down ninety feet. We stood looking, and he said, "Is this Rider's batching plant?" I said, "Yes. That's the bin here. Then up there the two cement bins and the two batch bins."

Q. And that was after the plant was fully completed?

A. That was right—Well, on May 10 we started operation, actually May 10, of the new plant. They were down about two months. And he says, "Is that Rider's office?" I said, "Yes, in that little—his office is in that portable office there." He says, "I think before I go I would like to say hello to him." And he arranged—or we arranged it, and Mr. Rider wasn't there. I believe that is the only time that he was in Belle Vernon.

* * * * * * * *

MORNING SESSION

June 17, 1957
9:30 a.m.

* * * * * * * *

SUR REBUTTAL

ALBERT L. BUNCHER, a witness in behalf of the defendant, having been duly sworn, testified as follows:

Direct Examination

BY MR. CASEY:

Q. What is your name?
A. Albert L. Buncher.
Q. Where do you live?
A. 1317 Murray.
Q. How long have you lived there? Is that in the City of Pittsburgh?
A. That's in the City of Pittsburgh.
Q. How long have you lived in and about the City of Pittsburgh?
A. All my life with the exception of four years.

MR. PALETTA: After you finish identifying, we'd like to have an offer of this witness.

Q. What is your business or occupation?

A. I am engaged in the iron and steel business and in the industrial development.

Q. Where is your place of business?

A. Our general offices are at 835 Shore Avenue.

Q. That's in Pittsburgh?

A. Yes.

Q. North Side?

A. That's correct.

Q. How long have you been in business there?

A. At the same location, at this location since approximately 1945, but the business has been in existence since 1913.

Q. In 1952 what sort of business were you in and where was the general office?

A. In the present location.

AT SIDE BAR

MR. TEITELBAUM: If the Court please, I object to Mr. Fuss being present at counsel table if he is going to be in the case. Otherwise he has no business at Side Bar.

MR. CASEY: Suppose you direct your attention to Mr. Fuss. Mr. Fuss, Mr. Teitelbaum questions your right to be here. He says you have no right at Side Bar unless your matters are explained to defendant.

MR. TEITELBAUM: And you are representing defendant?

MR. S. L. FUSS: I do not represent the defendant.

MR. TEITELBAUM: Sit down.

THE COURT: You represent the Bunchers so you better sit down back there.

MR. CASEY: I offer to prove by this witness that there was never any extortion demands made

that he never had any conversation with the defendant relative to the payment of any money whatsoever at any time, and that he did not write on any paper the word $50,000, that in short, to contradict directly the testimony of the Witness Doherty on the major points involving the extortion.

THE COURT: It will be admitted for that purpose.

MR. TEITELBAUM: Do we have an understanding you have ruled on this business about going out to some other place to bid some other job and all that sort of thing can't be brought in by this witness?

THE COURT: Oh yes, I have ruled on that.

MR. CASEY: In connection with the offer, this witness to explain his part in the procuring of the bond and the filing and the signing, co-signing of the checks and the arrangement with the bonding company in regard to that and the fact that in many and many cases, he has his records showing the purchase of non-ferrous scrap metal and the payment therefor directly to Doherty.

MR. PALETTA: Judge, in the procurement of which bond now? There's a big question. There are two bonds. Which bond are you referring to?

MR. CASEY: Both bonds.

THE COURT: We will permit that.

IN OPEN COURT

Q. In the year 1952, sir, did you know George T. Doherty, the witness who just preceded you on the stand?

A. Yes, I did.

Q. How did you come to know him?

A. In the early part of 1952, the Carnegie Building was up for demolition. We learned that the Doherty Company had been awarded the contract of demolition. We sent one of our scrap solicitors to the building to ask if we could submit a price for the material resulting from the

demolition, that is, the ferrous and the non-ferrous material. It was at that time that we entered into negotiations for the purchase of the material. I was not present during the negotiations because I was taken to the hospital.

Q. What hospital and when?

A. The Montefiore Hospital. The dates—the date I was admitted was March 12th.

Q. 1952?

A. 1952.

Q. How long did you stay there?

A. I spent, I was released, I believe it was March the 20th.

Q. During that occasion do you know whether or not there were any negotiations carried on?

A. Yes, because at the beginning one of the requests that Mr. Doherty made was that a deposit of $50,000 be—

MR. PALETTA: Objection, just a moment. Now he says one of the requests that Mr. Doherty made. It sounds like he is talking hearsay. How does he know what the request was?

A. I was in at the preliminary negotiations. —was a request that $50,000 be advanced to him so that he would be able to start the job. We turned him down flat because we had checked his company and it did not warrant any advance in moneys. It is a common practice to advance moneys to companies for the purchase of scrap.

Q. How was this money to be paid back?

A. The money was to be paid back—well, you are getting ahead of the story, Mr. Casey. I mean, it was turned down and then the idea came up that Mr. Doherty would put up a surety bond or rather a casualty company, which turned out to be the Continental Casualty Company, would put up a bond to guarantee our re-payment of the $50,000, plus a penalty in the event that Mr. Doherty did not complete his contract. It was at this time that I was taken to the hospital and my brother

Jack took over on the negotiations with Mr. Savage who represented us and I believe his attorney was Mr. Wedner.

Q. Mr. Doherty's attorney was Wedner?

A. Mr. Doherty's attorney was Wedner. And during the course of the negotiations there was a question of prices to be paid for each item and Mr. Doherty and my brother Jack visited me at the hospital, where we agreed on specific prices for specific items and the $50,000 was to be paid back 50 per cent each week on the amount of material that was shipped.

Mr. PALETTA: Objection, Your Honor, that if he is testifying to the contents of the contract under the best evidence of just exactly what the contract contained.

A. Well, the contract is written in shall I say legal phraseology and my interpretation I believe would—

MR. PALETTA: I am sorry, Your Honor, under the rules of evidence, I don't want this witness' interpretation of the contract.

A. Well, I—

Q. In any event, there was a contract and there was a way the money was to be paid back?

A. That is correct.

Q. How long did it take to negotiate that contract, do you know?

A. I'd say approximately two to three weeks.

Q. Do you know of any prior negotiations by Mr. Doherty with another company with reference to this scrap?

A. I knew of prior negotiations because it is common practice whether it's Doherty or any other one to certainly consult a number of companies and attempt to get the best price for their merchandise.

Q. Did you give them a higher price than had been offered before?

A. I did not, no, at the time.

MR. PALETTA: Objection to hearsay unless he can show that this man knew what the price Mr. Doherty received before was.

THE COURT: Objection sustained.

A. I didn't know at the time what any other prices were. I found out later that our price had been higher.

MR. PALETTA: Objection, Your Honor, how he found out what his price was in relation to the other price unless he knew.

THE COURT: Well, he did get the contract.

Q. You did get the contract?

A. We were awarded the contract.

Q. What about the surety bond, did you arrange for that?

A. Yes, the contract was a three-fold deal between the Continental Casualty Company, the Doherty Wrecking Company and the Buncher Company. The Continental Casualty Company entered into the contract to guarantee us payment, to guarantee Doherty payment for the scrap, to guarantee that we would get our $50,000 back in the event that Doherty could not deliver the scrap and to guarantee a penalty to Doherty in the event he did not deliver scrap in a specific period of time.

Q. What sort of material was covered by that contract?

Mr. PALETTA: Objection, Your Honor, under the best evidence rule, once again he is testifying as to the contents of a written document.

THE COURT: Yes. Do you have the contract, Mr. Casey?

Q. Do you have the contract?

A. Yes, we do.

Q. Where is it, sir?

(Copy of bond furnished Buncher Company by Continental Casualty Company and copy of agreement entered into between Doherty Company and Buncher Company marked Defendant's Exhibit P.)

Q. I show you Defendant's Exhibit P and ask you what that is?

A. This is a copy of the bond furnished us by the Continental Casualty Company and a copy of the agreement entered into between the Doherty Company and the Buncher Company.

Q. That's a duplicate original, executed copy, is it not?

A. That is correct. We had shown that prior to this to the representative of the District Attorney.

MR. CASEY: I offer in evidence Defendant's Exhibit P.

THE COURT: Exhibit P will be admitted in evidence.

Q. Pursuant to this contract, Exhibit P, what did you do with relation to Doherty?

A. It was like any other ordinary job. We called when material was available.

Q. How were you called, how would that occur?

A. Usually by telephone and our trucks were sent over or Doherty's trucks delivered. It was a regular routine business of bringing—

Q. Could you send your trucks over at all hours of the day?

A. No, we only operate between eight and four-thirty. We never sent any trucks other than those hours.

Q. Then what would be loaded in those trucks and where would it be delivered?

A. It would either be scrap iron or non-ferrous material.

Q. Non-ferrous—

A. That refers to anything that isn't of iron content, like brass, copper, et cetera.

Q. Pursuant to that contract and the delivery of the metals, whether scrap iron or the non-ferrous, how in

your company did you handle the transaction and pay for it?

A. Ordinarily the company shipping the material would send you a delivery slip but in Doherty's instance, he never did it and when he would send a representative with our truck or his truck we would give him a receipt of the material delivered.

Q. Where would the material be weighed?

A. At our premises.

Q. So he sent a man along and then you'd weigh the material and give the man a receipt of so many pounds or tons, whatever was involved?

A. That's correct.

Q. Then you'd pay him how?

A. He received a weekly settlement. In other words, it would show the shipments, I believe, that were made from Monday through Friday and it would give him the slip numbers that were shipped and we settled on that basis.

Q. Would that be at the end of the next week?

A. No, at the end of the same week. In other words, on Friday his statement would probably be made up Saturday morning and credits that were due us would be deducted from that material. When I mention credits, I speak of oxygen that Mr. Doherty used in cutting the scrap, he purchased through us, tools or whatever he might have bought through us, would be deducted plus a portion of the $50,000 that we had advanced.

Q. What portion would that be?

A. It would represent 50 per cent of his shipments that he would ship that week ordinarily unless some weeks he was pinched or something, why we'd rescind the 50 per cent that week.

Q. Was this Exhibit P for the purchase of all the metal in the building?

A. Supposedly so.

Q. And the prices were set forth in here?
A. That is correct.
Q. Did you require a surety bond?
A. We required a surety bond.
Q. How was that arranged?
A. That was arranged through the Continental Casualty Company. Mr. Doherty at the time stated that he did not have the money to pay for it and we —

MR. PALETTA: Objection to what Mr. Doherty said, Your Honor. Hearsay.
A. No, it isn't because he told me.

MR. PALETTA: Let the Court rule, Mr. Buncher.
A. He told me, it wouldn't be hearsay.

MR. PALETTA: That's hearsay.
A. I am sorry.
Q. In any event for some reason you were to have a surety bond?
A. That's correct.
Q. Who made the arrangements for that?
A. Mr. Doherty.
Q. Were you in the negotiations at all?
A. No, sir, my brother.
Q. Who was from your company?
A. My brother Jack.
Q. Do you know of your own knowledge how the premium was paid and what the arrangements were made relative to the —
A. It was paid by the Buncher Company.
Q. Was that charged to Mr. Doherty's account?
A. I believe it was.
Q. Were any arrangements made for the deposit of the money due from the Buncher Company to Doherty to be deposited with the insurance or the surety company?
A. The original $50,000 was given to the bonding company who opened an account in the name of the

Doherty Wrecking but I think required the counter signature of a representative of the bonding company. If my memory serves me correct, the first few checks were given to the bonding company and then we received a letter from the bonding company requesting —

MR. PALETTA: Objection, Your Honor, as to any divulging of the contents of a document, letter.

Q. Do you have the letter?

A. Yes, we do.

Q. And that letter, did you receive it in the regular course of your business at the Buncher Company?

A. That is correct.

MR. TEITELBAUM: Could we come to Side Bar?

AT SIDE BAR

MR. TEITELBAUM: This is a lot of background on the operation of the Buncher operation and so forth but it isn't rebuttal. I wonder if we shouldn't for the purpose of getting this trial over, this is sur rebuttal, get down to the point instead of going over all this sort of thing.

MR. CASEY: If the Court please, defendant feels that since the charge of an independent crime under the theory of design and planned scheme is involved, that we are entitled to put in whatever defense we can under sur rebuttal, as far as that goes. There are certain matters that have to be explained by the witness leading up to his matter in the transaction.

THE COURT: All right, let's get on.

(Copy of letter from Continental Casualty to George T. Doherty marked Defendant's Exhibit Q.)

Q. I show you what has been marked as Defendant's Exhibit Q. Is that a copy of the letter from the bonding company to George T. Doherty, which you made reference to relating to the receipt of the deposit?

A. This is a copy of the letter that was mailed to Doherty Company and a copy of which was sent to us.

(Registered letter to Buncher Company dated December 23, 1952, marked Defendant's Exhibit R.)

Q. I show you what has been marked as Defendant's Exhibit R and ask you if you will, to identify this?

A. This is a registered letter sent to the Buncher Company. I don't know whether it is a follow-up of this one.

Q. What is the date of it?

A. December 23rd, 1952.

Q. That relates to the Doherty Wrecking Company, is that right?

A. This relates to the bonding company retaining joint control with the Doherty Company of any moneys received.

MR. PALETTA: I have no objection to Defendant's Exhibit P but I will object to Defendant's Exhibit R, subject to connection, relevancy. That is, I don't doubt the authenticity but on the relevancy point, I say that, subject to connection.

MR. CASEY: I offer in evidence Defendant's Exhibit Q.

THE COURT: You have no objection to that.

MR. PALETTA: No, Your Honor.

THE COURT: It will be admitted.

Q. With relation to Defendant's Exhibit R, was there a joint account set up with relation to Doherty and did you deliver your checks to persons jointly required by that Exhibit R?

A. You mean why?

Q. No, when. Did you do that?

A. Oh, every week.

Q. How did that work? What were the mechanics of that?

A. Well, the checks were made out to the Doherty Wrecking and Continental Casualty Company or a representative of the Continental Casualty. I don't recall the names. I think one was Adams, who was a representative, and those checks could only be deposited in a joint account that I assumed they had.

Q. At the time that that occurrd or the joint checking account, had you got all of your $50,000 back from Doherty?

A. No.

Q. During the time did you get the material the scrap material from the Carnegie Building and over what period of time?

A. Well the job stretched over a period of I'd say approximately a year.

Q. Was there any time limitation that you know of on the job?

A. I never saw his contract with the May Company. You mean, was there a time limitation on our getting the scrap?

Q. Yes.

A. Yes, there was.

Q. What was that?

A. I don't recall. It's in the contract. I think it was six months or five months. I don't recall.

Q. Did you get materials from the Doherty Company?

A. Yes, we did.

Q. Did you pay for those materials?

A. Yes, we did, every pound of it.

Q. All the pounds that you got you paid for?

A. That is correct.

Q. How were those payments made?

A. By check.

Q. On the check of what company?

A. On the check of the Buncher Company.

(Checks marked Defendant's Exhibit S.)

Q. I have had marked for identification as Defendant's Exhibit S a group of checks. What are they, sir?

A. These are some of the checks — I don't know whether we have them all here because of the limited time. I didn't know about this until Friday afternoon. — representing payments, including the initial $50,000 check that was given to me.

Q. Was that a certified check, the original one?

A. The original check was a certified check.

Q. The other checks then as far as Defendant's Exhibit S, what is their nature and payment for what?

A. Those are in payment of material received from the Doherty job.

Q. Would any of those payments be for non-ferrous metals?

A. Yes, it would.

Q. Over the period of time, Mr. Buncher, how much business did you do with Mr. Doherty on the Carnegie Building?

A. Actually—I mean I haven't had a chance to give you the total dollars and cents, but we not only did business with Doherty on the Carnegie Building, we received material from another job that he was doing while in Pittsburgh.

Q. Was that during the course of this?

MR. PALETTA: Objection.

THE COURT: Objection sustained.

MR. PALETTA: I object to these, Your Honor. They are irrelevant. This is sur rebuttal testimony and the testimony of Mr. Doherty was there were certains loads of non-ferrous metals which went to the Buncher Company which the Bunchers didn't receipt him for and which he didn't get payment for. Mr Doherty admitted that he received payment for the other materials and all this is doing is showing that he did get some payment.

A. But the newspaper carried the story in the beginning.

MR. PALETTA: Just a moment.

THE COURT: Just a minute, Mr. Buncher. You will please wait until you are asked a question.

MR. PALETTA: And I object to it on that ground, that it's irrelevant.

MR. CASEY: If the Court please, these checks, if I have to take them out individually and to show that they are in payment for substantial items of non-ferrous metals as well as ferrous metals from the Carnegie Building. That's the purpose of it to show there's numerous ones in here which were in payment to the Doherty Company of non-ferrous metals.

THE COURT: I don't think there's any question about that, as I understand it. Let me see the checks.

MR. PALETTA: There's nothing on there to indicate what those checks were in payment for, Your Honor. Mr. Casey said they were in payment for non-ferrous metals but I see that nowhere on the check.

MR. CASEY: The gentlemen said that. I didn't say that.

THE COURT: Mr. Buncher has testified to that.

MR. PALETTA: Mr. Buncher. Then, Your Honor, I object. Well, I will wait until the judge is finished examining.

THE COURT: Mr. Casey, I see some of these checks are made payable to Doherty Wrecking and Mr. Paul Hoffman. Is Mr. Hoffman a representative of the Casualty Company?

A. That's right.

MR. PALETTA: Your Honor, it is my recollection of the testimony, to get on to the next point,

the relevancy, he stated those checks were in payment for steel, scrap and non-ferrous, what I will call the precious metals, the copper, wire and brass. Now, we can't distinguish which checks were for the non-ferrous metals, being those metals which Mr. Doherty has testified were the ones which furnished the payment for Mr. Stirone and which were for the scrap, so that, as I say, at this stage of the proceeding, they are completely irrelevant unless they can tie in certain checks—

MR. CASEY: I will ask the man if he can tie them in.

Q. Can you, Mr. Buncher?

A. Every check there can be tied in with material received.

MR. PALETTA: And how?

THE COURT: Mr. Casey is asking the questions, Mr. Paletta. Just a moment.

Q. Can you tie it in from your records with reference to the non-ferrous metals as well as the ferrous metals?

A. That is correct.

Q. Do you say, sir, on the stand that you paid for all the metals, irrespective of what they were?

A. I paid for all the metals received at our place.

Q. Mr. Buncher, in the course of your receiving the ferrous and non-ferrous metals from the Carnegie Building, can you tell us how—strike that. Was there any difference in the prices for the non-ferrous and the ferrous metals?

A. When you say difference in prices, you mean in various grades?

Q. No. How would you pay for scrap iron or ferrous metal?

A. Well, scrap iron was based on a—pardon me, the scrap iron was paid on a per ton basis.

Q. What about the non-ferrous metals?

A. The non-ferrous metals were paid on a per pound basis.

Q. Per pound basis?

A. That's right.

(Copies of remittance advices to Doherty Company marked Defendant's Exhibit T.)

Q. I have had marked Defendant's Exhibit T, and ask you to tell us what those are?

A. These are copies of remittance advices sent to Doherty Company weekly. In this particular week it showed—

Q. Well now, are all of those—

A. Yes, this is just some of them.

Q. What relation does that exhibit and the matters contained in there have to the checks which have been marked as Defendant's Exhibit S?

A. Well, the check was included with the remittance advice, those checks.

Q. You'd send Mr. Doherty a statement such as the exhibit you have there, any one of those accompanied by a check in the proper amount?

A. That is correct.

Q. As shown on that?

A. That is correct.

Q. Do you have in your files the other invoices? Are those called invoices?

A. These are remittance advices.

Q. Remittance?

A. Advices.

Q. Do you have others of those in your file together with—

A. These are our files.

Q. Do you have any others at your office?

A. Oh yes, this is just what—I mean, we are going back quite a number of years. It was just a question of the amount of sufficient time.

Q. What I am trying to establish, these aren't all the remittances advices?

A. Oh no. It would cover a period of I'd say approximately a year.

Q. Can you go to your files and get all of the remittance advices?

A. Oh yes.

Q. And the checks relating to the Doherty transaction?

A. Yes, I believe we can.

Q. How long would that take?

A. I don't know but I would say two or three days.

MR. CASEY: If the Court please, if I may have a few minutes to tie these checks in.

Q. Mr. Buncher, I have taken a check from Exhibit S, I believe it is, and one of the remittances advices, one dated November 12, 1952 and the other dated November 6, 1952, one check in the amount of $2,000 and the other one in the amount of $1,800. Is that the way that the—

A. That's right. This is a check to go with this remittance advice. This shows that this check was paid November 12th. There was $3,056.46 worth of material.

Q. Talk into the microphone.

A. This shows that there was a specific amount of material shipped on which there was over $3,000 worth. We paid $1,800 with this remittance advice. The balance was applied to the original $50,000 that we advanced. In other words, the difference was $1,256 and it was deducted from the original amount and then carried week to week until the $50,000 was paid. Everything had been paid up.

Q. With respect to all of the material that was purchased by your company from the Doherty, the George T. Doherty or the Doherty Wrecking Company, did you make up remittance advices and pay him for the same?

A. Mr. Casey, I don't make remittance advices. We have bookkeepers. I don't handle any of that. That's handled through our bookkeeping department.

Q. Did you pay Doherty for all the metals you received?

A. To the best of my knowledge and I believe that is correct.

Q. Would that be in the regular course of your business through passing through your books?

A. That would be one of many similar transactions.

MR. CASEY: I offer in evidence Defendant's Exhibit T.

MR. PALETTA: Objection, Your Honor. He shows here $3,800 worth of payments of non-ferrous metals. Fine. This in no way contradicts Mr. Doherty's testimony, which was to the effect that out of some $50,000 of non-ferrous metals, he might have received some seven or nine thousand but it still doesn't account for the remaining thirty-five some thousand dollars which he never received payment for.

THE COURT: With the understanding, we will let the exhibit in evidence.

MR. CASEY: It's only explanatory of this man's testimony.

THE COURT: What is the number of it?

MR. PALETTA: T.

Q. Mr. Buncher, did you ever make an appointment with Nick Stirone for Mr. George T. Doherty?

A. No, sir, I never did.

Q. Were you ever present in the William Penn Hotel at a club room there when Mr. Doherty said that Nick Stirone told him that he put a $35,000 price tag on the job?

A. To my best knowledge and belief I was never there.

Q. Did you ever hear such a demand made by Stirone?

A. No, sir.

Q. Did you ever intercede with Mr. Doherty on behalf of Stirone?

A. No.

Q. With reference to any payments whatsoever concerning the salvage material from the Carnegie Building?

A. No, sir.

Q. Did you ever approach Mr. Doherty with a newspaper and write the word $50,000 on it?

A. No, sir, I didn't.

Q. Did you ever make any arrangement with Mr. Doherty relating to the non-ferrous scrap which was to to your company with no invoice, nothing but a scrap of paper, and then not pay them for it?

A. To my knowledge there was never anything like that.

Q. Did you pay any money to Nicholas Stirone as a result of any such deal?

A. I never paid Nick Stirone a nickel.

Q. Did you ever ask Mr. Doherty whether or not he was ready to give in and then make reference to a cash settlement and then make any arrangement relating to the non-ferrous metals to go to your yard for free?

A. No, sir, the first I heard of that was when I read it in the newspaper.

Q. Mr. Buncher, were you ever at any time in the company of Nick Stirone, the defendant here, and George T. Doherty, the preceding witness?

A. Yes, I was.

Q. Where was that?

A. That was in Mr. Stirone's office.

Q. What was the occasion of that?

A. I would say, I mean I am relying strictly on my memory because at the time it happened, it had no bearing. We got a call from the job, I would say the job

had probably been started or probably been operating about two or three months. I mean, I am purely guessing. It might have been six weeks, it might have been—I have no way of giving you an exact date, and it was one of the truck drivers who had phoned in saying that the men were on strike over at the Doherty job and what should they do, should they wait. They were over there arguing or should the trucks come back. The message was relayed to me and I went over to the Carnegie Building. I met with Mr. Doherty and he was waiting for Mr. Huff, who was the business agent for 178.

In the meantime, everything was shut down. There was no work going and I had asked him if he had been up to the Union Hall, which was approximately a half a block or a block from there, to see if he could locate Mr. Huff and get the thing straightened out. So he said no and he asked me if I'd walk up and show him where it was. He and I both walked up to Mr. Stirone's office, which is also the office of the business agent or was at that time, I imagine, Mr. Huff. We went up looking for Mr. Huff. Mr. Huff wasn't there. We saw Mr. Stirone. We told Mr. Stirone that the job was on strike. I was interested in getting my trucks moved from there and Mr. Stirone promised that he would see if he could locate Mr. Huff and get the thing straightened out.

As I understand, the strike, as I recall, was due to a safety regulation of some kind. And we went back to the job, Doherty and I and I'd say in about an hour or so, Mr. Huff came down and they had a meeting with their steward and their safety man and the men went back to work. That's the only meeting I ever had with Mr. Stirone and Mr. Doherty present.

Q. How often would you go to the Carnegie job during the course of demolition there?

A. I would go there pretty often, Mr. Casey, at the insistence of the Continental Casualty Company. They

asked us to check on the job and report to them. I would say when you say often, once every two weeks or something like that. I don't recall, I mean, I wouldn't make a special trip over there. If I was in town, I would stop.

Q. Mr. Buncher, Mr. Doherty says, "About seven or eight days after I did start, Mr. Al Buncher approached me again. He said, 'George, have you changed your mind in any way?' I said, 'Well, I will listen to reason.' So there was—Did you ever have any conversation with Mr. Doherty such as that?

A. No, sir, never, nothing like that.

Q. Did you ever have any conversation with Mr. Doherty relating to a reduction from a price of $35,000 cash payment to a $10,000 cash payment?

A. No, sir.

Q. Did you ever have any conversation with Mr. Doherty relating if he would pay the $10,000 that his labor troubles would be taken care of?

A. No, sir.

Q. Did you ever agree with Mr. Doherty that he was to send his metals to your company and that you were not to give him a shipping receipt, but it was to be on a piece of scrap paper only?

A. No, sir, I never agreed to anything like that. In the first place, I receive very little material over at the plant.

Q. Very little of what kind of material?

A. I mean, I don't sign material in.

Q. How is that handled?

A. Well, if there's a number of people in the yard, as it comes in, it is weighed and a voucher is given to them or a delivery slip is signed.

Q. When they turn the material over to your company?

A. Yes, they either have a delivery slip or we give them a voucher.

Q. When you say "we", do you do that or—

A. Our company. No, unless I happen to be standing there, it would be oh, one of a half a dozen people.

Q. Mr. Buncher—

A. I'd like to say something if it is agreeable with you, Mr. Casey.

THE COURT: Just a minute, Mr. Casey. I have ruled on this before in this trial.

Q. Did you give a statement to Mr. Stiles of the F.B.I.?

A. Mr. Stiles came into our office. I have the date marked there. I don't recall. I don't know whether Mr. Stiles does. It was in I think 1955, was it? I don't recall when it was.

Q. Did he take a statement from you?

A. Yes, he did.

Q. Did you tell him substantially what you are saying here on the stand?

A. I believe I did, to the best of my recollection.

Q. Were you ever into the United States Attorney's office?

A. Yes, I was.

Q. When was that?

A. I don't recall the date but it was I think sometime in '56.

Q. Who did you talk to there?

A. I spoke to Mr. Anderson and Mr. Teitelbaum.

Q. Did they ask you about this case and discuss your testimony?

A. They didn't discuss my testimony. They asked about the case.

Q. Did you tell them—

A. I told them—

Q. What did they ask you?

A. I told them everything I could tell them at that time without being able to provide records that we had not dug up.

Q. Did you tell them at that time the same as you are telling us here today?

A. That is so.

MR. TEITELBAUM: Objected to, Your Honor. Prior inconsistent statements have no value.

THE COURT: That is true.

Q. When you talked to Mr. Teitelbaum and Mr. Anderson, is that the time the Grand Jury was in session?

A. No.

Q. Were you called to testify before the Grand Jury?

A. No, I wasn't. I might add that I voluntarily went in to see Mr. Teitelbaum.

Q. Did he bring in Mr. Anderson?

A. No, I saw Mr. Anderson first and I think Mr. Teitelbaum was handling the case or something. It was referred to Mr. Teitelbaum.

Q. By Mr. Anderson?

A. That is correct.

Q. Mr. Doherty has said, "Al Buncher continuously, without a let-up, had contacted me—well, just repeatedly, after I had paid the original ten thousand dollars in metals."

Did you ever contact him at any time and keep after him?

A. That is an unmitigated lie. I never contacted him in behalf of Stirone. I never had any reason to. I had nothing to gain if he did not deliver the scrap due to the surety bond.

Q. Did you tell Mr. Doherty that Stirone has received his money and that everything was satisfactory?

A. I don't know what you are referring to, but I never told him anything of that sort.

Q. Mr. Buncher, when you entered into this contract marked as an exhibit here between the Doherty Company and your company, was any pressure exerted on you by anyone to enter into that contract?

A. I don't follow what you mean.

Q. The contract between Doherty and yourself?
A. Was I pressured?
Q. Your company pressured into entering into that contract with Doherty by Nick Stirone or anyone else?
A. No, sir.
Q. That was a negotiated contract?
A. Definitely. I mean, the contract proves it.
Q. Did you use any pressure or cause any to be placed on Doherty with relation to the salvage contract for the Carnegie Building?
A. You will have to repeat that?
Q. Did you put any pressure on anyone so that Doherty would give the contract to you?
A. No, sir.
Q. Do you know of any pressure being applied on him at all?
A. I would say no, there's none that I know of.
Q. Cross examine.

* * * * * * * *

JACK GEORGE BUNCHER, a witness in behalf of the defendant, having been duly sworn, testified as follows:

Direct Examination

BY MR. CASEY:
Q. What is your name?
A. Jack George Buncher.
Q. Where do you live?
A. 6570 Beacon Street.
Q. How long have you lived in Pittsburgh?
A. All my life. I was born and raised here.
Q. How long is that?
A. I am now 45 years old.
Q. What is your business or occupation?

A. Well, we are in—this case deals with one phase of our operation which is the scrap business, although we do buy and sell plants. We have operated a number of different kind of plants around the country, shipyards, steel mill operations— bridge construction companies. We are now very, very heavily engaged in plant development, industrial district development. That is, the building of buildings for industry and we have such a project here in Pittsburgh, very close at Leetsdale.

Q. How were you engaged in '52?

A. Well, in '52 we were engaged pretty much the same manner as we are at present.

Q. When you say "we" who is that and what is that?

A. Well, my brother and I, of course, own the company.

Q. Is that a partnership or corporation?

A. It is a partnership and of course, we operate other companies from it.

AT SIDE BAR

MR. CASEY: I offer to prove by this witness that at no time was there any scrap delivered from the Doherty job to his company in so far as he knows, that was not paid for, whether it be non-ferrous or ferrous.

THE COURT: That will be admitted.

IN OPEN COURT

Q. In '52 you did buy some scrap material from George T. Doherty, trading as Doherty Wrecking Company with said scrap coming from the Carnegie Building in Pittsburgh?

A. That is correct.

Q. What would be the mechanics, Mr. Buncher, of delivery and the mechanics relating to the payment therefor?

A. Well, I don't — well, first, we will talk about the mechanics of payment. Would you want to handle that separately?

Q. Yes, all right.

A. When Doherty pays, we had made arrangement with the bonding company for our protection and securing the scrap or a return of our money and we advanced fifty—

MR. TEITELBAUM: We will agree that he's going to describe the method same as his brother did for the purpose of saving time.

THE COURT: He agreed that the method described by Mr. Al Buncher is the method which was employed.

MR. CASEY: All right.

Q. Over the $50,000, that's the same as your brother Al described?

A. That is right and as deliveries are made, credits are issued against the $50,000 and when that amount has been reached, whatever the additional sums are, we then submit checks for it and in this case, if I recall correctly, there were additional sums beside the $50,000 advanced because there was—

MR. PALETTA: Objection, Your Honor, if he is going to talk about anything other than what is involved in the Doherty case.

A. This is in the Doherty. This is in.

BY MR. PALETTA:

Q. On the Carnegie Illinois Building?

A. That's right. I think what happened there, if I recall correctly, the moneys ran out or something and the bonding company asked us to put up some more money or to make payments in another way other than the normal way than had been originally agreed, but beyond that, there was nothing out of the routine, nothing out of routine or ordinary operations.

BY MR. CASEY:

Q. Do you mean by that that after a while you turned over what Doherty had coming to the bonding company to a joint account and made the checks to joint account?

A. Well no, in the first, the contract—by the way, I was the one who drew up the contract. I mean, my name is on the contract and I was present with the attorneys at the drawing up of the contract. I didn't get it until one of our people had turned over to me for the final negotiations and drawing up of the contract.

The bonding company in the contract had asked the check be made out to Doherty but he delivered to them and they in turn gave us a letter as to how they would handle this money. After a period of time, there was some mix-up, I am not too clear on just what the mix-up was but the bonding company said now we would like a re-arrangement of how these funds are handled—

MR. PALETTA: Your Honor, I object to what the bonding company said, as far as hearsay is concerned. If he can tell us what happened without telling what the bonding company said.

A. Well anyway, we were directed to issue the checks from that time on in joint names, rather than in Doherty's name alone. Originally the checks were issued in the Doherty name alone and supposed to be turned over to the bonding company.

Q. In any event a little after that, the bonding company asked you to make them in the two names?

A. Well, I don't know long after that it was. I do recall that it did happen.

Q. Mr. Buncher, will you tell us just how much of your time at that time was taken up at the Buncher plant, what do you know about his operation?

MR. PALETTA: Objection, Your Honor. It's not in accordance with the offer that was made at Side Bar.

MR. CASEY: If the Court please, I amend the offer then. I want to qualify the man as to how much time he spends there and if he knows—

THE COURT: Go ahead, ask him that.

A. Will you read—

THE COURT: I will overrule your objection.

A. Will you ask your question again?

Q. How much of your time in 1952, just what were your duties over there and what do you know about the operation of Buncher and Company?

THE COURT: Take one at a time

A. Of course, I often feel that I know everything about the operation of the Buncher Company. There's lots of times I feel I know very little about it.

Q. Tell the jury one of those times you feel you know lots about it.

A. Of course, the particular period that Mr. Casey is referring to happens to be a period when my brother was sick. He had a series of these stones and it was a time when I had spend quite a bit of time in the office: normally we sort of split it up and shifted around but I do happen to recall having been a little bit more than normally in the office and in the plant here locally in Pittsburgh.

Q. What about the signing of checks on Buncher Company?

A. Well, the signing of checks is done normally by Al or myself. I don't recall, I don't know any particular significance to it.

Q. You did sign either one of you signed the checks or both?

A. Oh yes, the signing of checks are all Al or myself.

Q. Now, in 1952, would you be able to tell us and could you tell from your operation of the business if any material came in that wasn't paid for in the regular course of business?

A. If that were to happen, it would be very strange. I don't know how such a thing could happen. I can't visualize that anything would ever come into the yard and not be paid for.

Q. Can you tell us from any personal knowledge you have with relation to you being a partner in the yard, as to whether or not that was ever done and any payments made to Nicholas Stirone regarding the Doherty job?

A. I can say this, I have no knowledge, no knowledge, no knowledge of any payments being made to Stirone. I have no knowledge of any material being delivered to us for Stirone's account. I have no—I can't visualize any single way that material could come into our yard without it being properly recorded and handled as a transaction, a regular transaction.

Q. If such a payment was made to Stirone or anyone else on that type of a transaction, would it come to your attention in the finances of the company and would you know about it?

A. Well, let me say this: My brother and I have been partners for well—we have been partners ever since we can remember and there is very little, as a matter of fact, we don't buy anything unless we buy it together and any operation or any transaction, I am sure that—well, he hides nothing from me, I hide nothing from him. There's no transaction, especially something that would be as important or well, just resulting in what you see now, he certainly would have called it to my attention.

Q. And you could have known from the books of the company about it?

A. Positively.

Q. You say that no such transaction occurred?

A. No, sir.

Q. Cross examine.

[*Chronologically this comes immediately before the row of asterisks at 275a, and consists partly of a repetition of material already printed at 274a and at the top of 275a.*]

I submit to you, ladies and gentlemen, if there were no restrictions by the Court if we weren't watching what Mr. Dierker said, he'd have been willing to testify that Mr. Rider lit his cigars with hundred dollar bills. He'd have said anything they wanted him to say because he was saying it. There was no problem about that. That shows you what pressure Mr. Dierker is subjected to, so would Mr. Rider make up a story like that?

If you want to make up a story out of the whole cloth, it would be much easier to say Stirone came out himself in an automobile and there was nobody there but Stirone and I when he made the threats. That's what somebody would say if they were making it up. That's exactly what they would say if they were making it up. That's exactly what they'd say. And conveniently enough, Dierker was there and Rider put him right there. Rider wouldn't have had to put him there. Rider could have said Dierker was nowhere around if he was just making up a story. But he told you the truth, he told you Dierker was there. He say that Stirone said to him, "I want 50 cents a cubic yard, of every yard of concrete delivered," so I asked him why. Why did Stirone say he wanted it? "I didn't have to ask him why he wanted it, I knew who he was and I knew it was a shakedown." He knew who Stirone was, he knew his reputation and he knew when Stirone said, I want 50 cents a square yard, he knew right then and there it was a shakedown.

Of course, he got mad. Of course, he got out of the car. Of course, he got excited. What else would he do? But then Dierker comes into the picture again and Dierker says to him, "Oh," he says, "Bill, you got to go through with this." Dierker applied further pressure to him.

Now normally it's not unusual. For example, a person, a man is walking along with his wife and a robber comes out with a gun and he says, "Give me your money or I'll shoot." Somebody says, "Now wait a minute, I don't want to give you my money." They might originally not want to do it. But then they begin to think, if they don't give it they're going to get shot. So they change their mind.

Now, were they not afraid of the robber? Didn't they give it to him because they were afraid of him? Merely because their immediate reaction was outraged indignation that anybody should ask about a thing like that?

Were there any threats of labor trouble? Mr. Stirone said to Mr. Rider, "If you pay me the money, there won't be any labor dispute." The defense would have you believe that that's not a threat.

Ladies and Gentlemen, if a robber says to you, "Give me your money or I will shoot," that's a threat. There's no question about that. If he words it the other way and says, "If you give me your money I won't shoot," it's still a threat. And when a man, when a powerful labor leader like the Czar of the local labor union here in the building industry says to somebody, who is engaged in the construction business and who is selling supplies for the construction business, when he says to him, "If you pay me, there won't be any labor disputes," he didn't have to spell out what was going to happen if he didn't pay him. It was as clear as anything could be clear and there was no other purpose to saying a thing like that than to infer that if you don't pay me, there will be labor trouble.

Now, all this occurred at the Belle Vernon plant after the first delivery of concrete by Rider and after Rider in his own mind was satisfied that he had the contract because Kassab had told him, "You don't have to worry," and because he had gotten the first delivery. Now, maybe technically he didn't have the contract. Mr. Rider is not a Philadelphia lawyer. Maybe technically under the laws of contracts and Mr. Casey even told something about the statute of fraud, of all things, Mr. Rider doesn't know anything about the statute of fraud, that a contract over a certain amount of money has to be in writing or it isn't binding, how many of you who are not lawyers ever heard of that rule? How many of you ever heard of the statute of frauds?

So why should Mr. Rider be expected to know that? He thought he had that contract when he got that order. And when Nick saw him, he thought he had the contract.

What was in his mind? Why did he make the payments? Well, he told you why. He says, "I had borrowed sums of money invested over there, I needed the job, and I thought if I didn't pay him, I wouldn't get that job." He went back and he told that to his wife, and she says, "Well Bill, why did you have to pay a man 50 cents a cubic yard for cement that you have already sold? Why?" And he says, "Honey, do you want the trucks to be sitting out in the yard all winter? We won't keep the contract." And then he says, "And we won't get any more contracts."

Now, he was talking about the contract with Ragnar-Benson. He never said to Stirone, as Mr. Casey would have you think, "I got the contract, I am not afraid of you, get out of here." Can you imagine saying that to Mr. Stirone? He never said that to Stirone. He got mad, he got out of the car, he was talking about other contracts because he says, "I not only would lose this contract," and he's told you that, "But I won't be able to get other work either." He was afraid that if he didn't pay off the shake-

down money to Stirone, he would suffer economic loss, he was afraid that there would be labor trouble, so he paid him. He told you that and he also told that to his wife and she told you that when he got back to his office.

He tells you that the first payment was in February of 1952. He says that he went into Mr. Stirone's office, he took a check and he took it in and he walked up the steps to the third floor. He says one stairs up and then you turn and you have another stairs, the winding steps, went into a private office and gave the check to Stirone

What difference it would have made whether he mailed it or delivered it, I don't know, but Mr. Casey chose to make a great issue of it by saying, putting Mr. Stirone on the stand who testified, "I got that check at the Bigelow Apartments," in that same positive, certain tone that he says, "On August 29th at ten o'clock in the morning I was over at Ragnar-Benson." At ten o'clock in the morning on August 29th, 1951, he was over at Ragnar-Benson. That same positive tone. "I got the check at the Bigelow Apartments, I got the paper and I remember it." That's what he said. He wasn't even living there. He was living out in the Coronado. So he couldn't have gotten it there.

Why do I point this out? Is it important that he had moved from the Coronado to the Bigelow? That isn't important. Could anybody make a mistake about moving from the Coronado to the Bigelow? Certainly, anybody could make a mistake, but when one speaks with such certainty down to the hour and when one tells you what envelope he had it in and whether there was a paper clip in it and whether the paper clip was taken out and how it was photostated and all that, that person who speaks with such certainty can not then say, it is unimportant that I wasn't even living at the Bigelow when I say that's where it came.

There is no question though that the first payment was received and there's no question, I submit, that Mr. Rider is telling the truth when he said he delivered it personally. What reason would there be to say he delivered it personally, if he happened to mail it? And how can you believe Mr. Stirone's version when he told you it went to the Bigelow when he wasn't there? Subsequent checks were mailed to the Bigelow Apartments and the Waldorf-Astoria and Florida. Mrs. Rider testified to that. We didn't try to draw any insidious inferences. That's where the checks were mailed. Who drew the insidious inferences? Who said to you, "Mr. Rider made trips to Bermuda and all over the country"?

There isn't one iota of testimony in this evidence Mr. Rider has ever been on a boat, Mr. Rider has ever been in Bermuda, and if Mr. Rider has ever been out of the country. Mr. Casey told you he went to Bermuda. Why? He says there's a check. There's a check to the Bermuda Inn which doesn't happen to be located in Bermuda.

Mrs. Rider told you that a total number of checks of $31,274.13 was mailed. There's no question they were mailed. There's no question they did get into Stirone' bank account. He tells you something else. He says that when the checks were late, Stirone or Dierker would phone. Mrs. Rider told you in one instance she talked with Mr. Stirone. Mr. Rider said they talked to Mr. Stirone about waiting a little bit for his money. They were pressed, waiting a little bit, he had no expenses, and Stirone said to him, "I got people to take care of too." Remember that? That's what he said. I wonder who he had to take care of. I wonder if the testimony given here on the stand doesn't throw quite a bit of light on that.

He says also that Dierker would phone. Isn't that unusual? Mr. Dierker, he says, only has a few laborers that are in Stirone's union. They don't have relations

together. They run into each other every once in a while at the Continental Bar and the Carlton House. But they don't have any relations together, but Mr. Dierker was perfectly willing to try to be Mr. Stirone's collection man. He was willing to call by his own admission, he called Rider three or four times and told Rider Stirone wanted to talk to him.

Mrs. Rider says that Mr. Dierker even told her, "The boy friend is getting nasty." Mr. Dierker said "I didn't say anything about a boyfriend. I just said, 'Call him'". Well, he at least admits that he did call up and why did he call up? The powerful labor Czar asked him to call up and Dierker, true and faithful toady that he is, trotted to the telephone and called him up, and says, "Hey look, let's get the payments to Nick. Nick wants his money."

Mr. Stirone didn't even discuss this matter with Mrs. Rider until Mr. Rider told him it was O.K. Mr. Stirone agrees to that. He says he was too fine a gentleman to discuss money matters with a man's wife. He wanted to discuss it with him. Is that the reason or is it because he knew there was something illegitimate about it and he thought it ought to be kept a secret and he didn't want to discuss it with anyone except Bill Rider personally?

At the end of the contract, Rider still owed about fourteen hundred and ninety dollars on some of these deliveries. Mrs. Rider tells you that Mr. Stirone kept after it—kept trying to collect until they went into bankruptcy. Then he stopped making this claim. Of course, Mr. Stirone tells us "I didn't even know he went into bankruptcy." Is that reasonable? Is itre asonable that a man you had business with that you had been calling and owes you money, he says he didn't know he owed him money. He didn't know how much concrete was delivered He had checked with Kassab about whether Rider was getting paid. His buddy Dierker was getting 15 cents a barrel for every bit of concrete that Mr. Rider was batch-

ing so why wouldn't Mr. Stirone know how much concrete had been delivered? He always knew every time he called up. He knew how much money was due and he knew how much concrete had been delivered.

Now, as I say to you, your question is, was this an extortion or was Mr. Stirone peddling influence, as he tells you? Was he a five per center? And this was about five per cent. Was he selling influence as an influence peddler or was he an extortionist?

I asked him on the stand, "Did you ever get any other commissions for this kind of transaction? Did you ever charge—did you get anybody else a contract and get a commission for it?" Oh, he said, "No," he never had done that in any other case from the time he came to Pittsburgh in 1937 until right now. So obviously he did not, he says, make a practice of getting a fee for using his influence to get contracts, but had he made any other shakedowns?

Well, to show you that, we brought in the instance of Mr. Doherty and the instance of Mr. Hawthorne. It was for the purpose of showing that this was a scheme, a design, a plan, a method of operation that Stirone indulged in, not for the purpose of showing he was a bad man, because whether he is a bad man or not is not what we are here to decide. We are here to decide the issues of the case. We show that this is his plan or scheme of operation.

Now look at Doherty. Doherty got on the stand and told you he was taken before Nick Stirone, brought in there by Al Buncher, Stirone told him, "I got a $35,000 price tag on this thing." He didn't have the money to pay $35,000. He told him, you got $35,000 rocks in your head or something like that. Eventually there was an agreement to pay $10,000; after he went out he refused, he learned his lesson in about five, six weeks, he was back again, he had plenty of trouble in the meantime, he changed his mind, but he still didn't have the money.

He made that clear. But he did agree to deliver copper, the metal and the other such metal, metals other than iron and steel to the Bunchers and they were to take care of Stirone. He says that agreement was made by Bunchers and Stirone.

Now, they deny it. Well, the two Bunchers were here in court and they both testified. What would you think Mr. Buncher would have said when he got on the stand and asked if he took part in a dirty deal like that? Would you have expected Mr. Buncher to do anything else but say no? But they say, Mr. Stirone told you oh Doherty had a pipe-dream.

Well, if Doherty wanted to say that Stirone extorted him, why would he say that it occurred in front of Buncher? Why him? Would he say it occurred in front of a witness when he knew that that could then be checked? Listen to Stirone's story on it. A more fantastic thing I never heard. He says that in 1952 Al Buncher knocked on his window and asked where Larry Huff was, that he said, "I will try to locate Larry Huff," and and that he called Larry Huff up. That's the last time he saw Doherty until he was here in court. Doherty had no labor relations with him, his labor relations were with Larry Huff. Of course, Larry Huff is one of Mr. Stirone's union men, he had the hod carriers under Stirone's District Council, but the immediate dealings of Doherty were with Huff.

If it were true that he only saw Stirone once for a few minutes in 1952, why with all the people in the City of Pittsburgh would he say that Stirone is the one that did all this. He would have no reason to have anything against Stirone, he didn't know Stirone. If you believe Stirone he only saw him for a few minutes, and I asked Stirone that on the stand last night. He didn't answer me.

As to Hawthorne, we brought that in for the same reason. Mr. Casey says that Hawthorne said it was no

shakedown. Remember what happened. Hawthorne says that Stirone asked him for some money, asked him for some money. Why did he give the money? He said, "Well, I knew what had happened to Doherty down the street. I thought I better go along. I gave him three or four thousand dollars." He said then, it was brought out, one of the most amazing pieces of testimony that I have ever heard since I have been in this court.

It was brought out that the defense after Hawthorne had so testified before a Grand Jury, that Hawthorne was in Mr. Casey's office and at Margiotti and Casey. I don't think Mr. Casey was there, but members of the firm witnessed a statement in which he says, "I never gave Nick any money," just after he testified the other way in the Grand Jury a few days before that.

But the most significant part of it all was "on the same day I signed that statement Nick Stirone loaned me some money." What do you think about that? That's one of the most fantastic pieces of testimony that I have ever heard given in a court. And there was the statement. The statement was signed by Arthur Gatz, who is presently of counsel and the statement was signed by another member of the law firm of Margiotti and Casey as witnesses and the judge took judicial notice of the fact that the other attorney, Mr. Goldstein, was a member of that law firm.

So they say, Mr. Hawthorne then now shouldn't even mention it. You are right, they shouldn't. They should be ashamed to mention it. Mr. Hawthorne said on the stand, "I testified before the Grand Jury that I gave money to Stirone and I am testifying before the Grand Jury,—before this jury now that I gave money to Stirone and I gave him three or four thousand dollars."

He says Stirone always had a reason. He says it was for a political contribution. He says it was for a welfare fund or something else. That isn't why Hawthorne gave

the money. Hawthorne gave the money "because I knew what happened to Doherty down the street, and I figured I better go along."

Then Mr. Duval took the stand, an honest man took that stand and said, "I went and got ten one hundred dollar bills at the instruction of Mr. Hawthorne, and I mailed them to New York City to Nick Stirone in the Waldorf-Astoria Hotel." That was his testimony.

Nobody asked Mr. Hawthorne and nobody asked Mr. Duval, of course I couldn't because I couldn't even dream up such a fantastic story, whether or not it was to pay a loan to this venture artist Labowitz in New York. Nobody even asked him if that were true, if that were the reason Nick Stirone paid that money. Why did nobody ask either Hawthorne or Duval that? Why didn't it come out until Hawthorne and Duval were carefully out of town and the emergency witness, the venture man, fast buck artist, Joe Labowitz, shows up and takes the stand, from New York. He flew in from New York.

He gets on the stand, he says something that's very unusual. He says, "I was a partner in buying the scrap that Hawthorne was tearing down. I and the man by the name of Riesberg were buying that scrap." He admitted he was also a partner in certain other deals with the defendant, Nicholas Stirone. Isn't it significant to you that this witness of convenience, this emergency witness took the stand and testified to that thousand dollars and that nobody asked Mr. Hawthorne about it, nobody asked Mr. Duval about it?

Let me ask you something else. If you owed a man a thousand dollars for a legitimate purpose and you have a bank check on the Mellon Bank and the man happens to be a powerful, influential man like Nick Stirone, do you mail the check to New York? Or do you go to the bank and get ten one hundred dollar bills? We all know the answer to that. If that was the payment of a debt, there

would have been no reason to send ten one hundred dollar bills to Nick in the Waldorf-Astoria. They could have sent him a check obviously, it wasn't that.

Did you notice something else? That check to the Waldorf-Astoria went there in about the same time that Mrs. Rider sent one of her checks to the Waldorf-Astoria, where Mr. Stirone was staying.

Let's examine, if we may, for a few minutes, the Stirone version of this case. I told you the Government version. Let's look what Stirone says. He says on August 27, 1951, he was having lunch at the Carlton House. I am not a very good artist, you'll have to use your imagination that that's the Carlton House. (Drawing on blackboard.)

He says he met him over there, they were having lunch and he says, that they habitually met there, that all the big wheels in the contracting business met there and that he as a part of his representation and not because he wanted to eat in the Carlton House, as a part of his representation and to do well by his laborers, he would go over there and eat in the Carlton House too, so he could talk to them. He didn't say it once it was at the Carlton House, he said it ten times that it was at the Carlton House. Mr. Casey says, oh, that isn't important. Any body could make a mistake. It could have been the hotel across the street.

But remember, this whole story about the meeting at Ragnar-Benson's office with his toady Dierker all stems from this meeting at the Carlton House.

MR. CASEY: If the Court please, I know we made an agreement that I wouldn't interrupt, but such an obvious mistake, a meeting of Ragnar-Benson. There's nothing in the testimony whatsoever.

MR. TEITELBAUM: I'm sorry. It was a meeting at Mr. Dierker's office and I thought everybody understood that the meeting was at Dierker's office.

This whole meeting at Dierker's office stems right from that meeting at the Carlton House. Everything is built up on that meeting at the Carlton House. Stirone gave you the background, he gave you a long spiel about how they always met at the Carlton House. He gave you a long spiel on my examination. The judge let him say it again. He told the story again about how all those contractors met there.

Then Dierker came along and Dierker too remembered having lunch that day at the Carlton House. Now, I say to you, that that shows this is a concocted story, a made-up story.

You know, if you are telling the truth, things like that don't happen. If you are telling the truth about how a certain series of events took place and you take the basis cornerstone, the foundation of the whole story which was the meeting at the Carlton House, you couldn't possibly be wrong, you couldn't be, you couldn't make a mistake like that unless you were making up a nice big long story that wasn't true. But the significant thing is Stirone said it was the Carlton House. That was his recollection and Dierker says it was the Carlton House and that was his recollection. He and Stirone both made the mistake. What does it show? It shows he and Stirone sat down and concocted a story and both made up a story about the Carlton House.

The next day Mr. Stirone took the stand and said he had refreshed his memory. Ladies and gentlemen, I submit that I helped refresh his memory. He says now he can recollect it was in the Continental Bar over at the William Penn Hotel and that all these contractors were always meeting over there.

But what is even more significant than that Mr. Stirone refreshed his memory, is the fact that also, lo and behold, who came next or a little later, the toady Dierker, he refreshed his memory too and where did he remember it

the Continental Room of the William Penn, but he had a little trouble getting in there. He made a mistake. He first said that he ate in the dining room of the William Penn, which isn't the bar, and Mr. Casey asked him again, he says, "Well, Nick Stirone had a booth at the bar there." I don't know whether there are any booths at the Continental Bar, but he remembered that under that examination.

That shows you that Mr. Dierker was willing to testify to anything that Czar Nicholas Stirone wanted him to testify to. He'd testify to anything. He'd come right back up there on the stand, a man in his position and say, "Oh yes, I have refreshed my memory. As I recollect now, it was the William Penn." It shows that the whole thing is a fabrication.

Then he says Dierker told him he was building a crushing mill at the Belle Vernon plant and that Rider was going to be a tenant and he hoped that Rider would get the contract. Of course, Rider had been a tenant, Rider had been a tenant for months and perhaps for longer at the time of that conversation.

Then Dierker said that—then Stirone says, Dierker asked him to get the contract for Rider, and he says that he was very reluctant to get the contract for Rider because he says, Mr. Dierker, "You know, I don't know Mr. Rider and unless I know him and I am satisfied of his capabilities and so forth, how can I go out and give him this contract."

You remember Dierker. Dierker's testimony was the opposite. Dierker's testimony is that when he said to Stirone, "Who is going to get that contract?" He didn't know. Stirone says, "Well Ragnar-Benson is going to get it." Then he told him about Rider and Stirone offered to get the contract, saying, "I know people at Ragnar-Benson, I know Kassab, I can get him the contract, but I want a commission. I want a commission of 50 cents a square yard."

Now, you've got Dierker, the toady and Stirone telling opposite stories about who was willing to do this. Stirone says Dierker asked him; Dierker says the opposite. So you have a conflict in their testimony.

Then Mr. Stirone says and Mr. Dierker says, that Stirone says that on August 29th, '51 at ten o'clock in the morning, they had this famous meeting over in the office of Duquesne Slag, of course, and not Ragnar-Benson. He says he remembers it was August 29th at ten o'clock in the morning. Fantastic.

He tells the jury then when they went in there he went through a certain conversation and it's such an unusual and such a fantastic conversation that it almost startles your imagination.

THE COURT: Mr. Teitelbaum, if I may interrupt, do you wish to take a five-minute recess?

MR. TEITELBAUM: I'd be very pleased. (Recess taken at this time.)

MR. TEITELBAUM: I was referring to the little conversation Mr. Stirone said he had with Mr. Rider. You will remember he says he went through that deal with Mr. Rider about whether he represented any of his laborers whether anybody worked for him and so forth. That's unusual enough but then he said, now this is an entirely legitimate deal. It's entirely above the table, there's nothing shady about this deal. He reassured, he told Rider five or six times, how legitimate it was.

Now, ladies and gentlemen, is that realistic? Does an honest man who is earning an honest commission say to the man he is going to represent, there's nothing shady about what I am doing for you. This is legitimate, this is an honest transaction. When you are dealing with somebody, do you say to them, "I am not shady, I am legitimate." If you are in business and somebody comes into you and they want to buy your service or want to buy

your merchandise, do you say to them, I am hones. there's nothing crooked about me, I am giving you value for your money, I wouldn't be in anything shady. You don't do that. That isn't the way that a man who has a clear conscience and feels that he is being honest acts.

Stirone tells you anyway that that's what he said. Then he says that Rider thought over the 50 cents. Did you notice that he fixed that 50 cents without ever asking Rider how much money he was getting for the concrete or how much profit he was getting, that he just said, my commission is 50 cents a cubic yard. He had never been in the business before, never had gotten a commission before. He just set a price, no negotiation, no questions, he didn't even know whether Rider was making 50 cents a cubic yard. So he says he called up Kassab. He said to Kassab, "Jake, do it as a favor to me." I have already commented about why a businessman would be willing to make that kind of a proposition.

So he says, Jake says, "Well, as long as the price is all right, why I'll do it." He says later on Jake called him back and says, "I want you to see if Rider can do the job," and Stirone, "I called him back after inquiring of Dierker and told him he could." So that Kassab says "All right, I will give you the job." And he says that occurred prior to September 6th, he says by September 6th the deal was all set, Rider had the job.

Now, you remember what Kassab said. Kassab says that when Rider came out to his house, he hadn't yet made up his mind. He still was speculating. He said something else. He didn't fix a date for that. He said the order of September 13th didn't mean that Rider had the contract. He hadn't made up his mind by that date, he says, yet Nicholas Stirone says Kassab called me up by the 6th and said, "Nick, I will give him the contract. Everything is all right."

Who is telling the truth? Is Kassab telling the truth

or is Stirone telling the truth? Kassab is Stirone's witness. Kassab says by the 13th I haven't decided. Stirone said and he said it not once, he said it a couple of times, he said to me, "I told you that by the 6th it was all over." Kassab says on the 13th he wasn't quite sure, although there was plenty of room for Mr. Rider to think he was sure.

Now, the issues are clear. Who are you going to believe? You've got two opposite versions. You have got what the Riders tell you, and you have got what Stirone tells you. You have to decide who to believe. I have pointed out to you that the Riders have no personal motives in this case, they have nothing to gain. They have nothing to gain whatsoever. They are not going to get one penny back of their $31,000 regardless of how you decide.

How about Stirone? Does he have an interest? Well, he is the defendant in the case. How about Dierker? Does Dierker have an interest? Is he a disinterested witness? Obviously Dierker is not a disinterested witness. First of all, he has shown all through this trial that he wants to curry the favor of Czar Nicholas. He trotted back here and talked about how he changed his recollection as to the William Penn. He wants to curry favor. He says, "I only employ twelve of his people." Well, that may be true. But he is in the construction business, he sells sand, he sells this slag that's used to make concrete, he mixes his own concrete. He's got a batching plant down here on Brady Street, he sells to contractors and Nicholas Stirone has a little bit of influence with contractors. You saw that for yourself.

So Dierker is hardly a disinterested witness. Dierker and Stirone had been in this thing together like two peas in a pod. Dierker was certainly Stirone's first assistant in this extortion. Dierker was certainly holding Stirone's hand during the whole thing and whether there was something more involved than just that, only Stirone and Dierker know.

Another way to tell which one to believe is whether they have been untruthful in their testimony. You know, when lawyers especially the older lawyers used to use Latin terms, they used those Latin terms so that the laymen couldn't figure out what they meant and they'd have to hire a lawyer. And they thought up one of them. Falsus in uno, falsus in omnibus. That means, false in one thing, false in everything, and in the law that means that if somebody tells you on the stand, tells you under oath a material matter which is not true, then you are entitled to conclude that everything that witness says might be untrue and you are entitled to disregard it. You are also entitled to consider that the Riders despite a persistent cross examination were not contradicted in anything they said except by the testimony of Stirone and by the testimony of his echo Dierker and that echo bounced all the way from the Carlton House over to the William Penn. Nothing Rider said was contradicted at all. He was cross examined most persistently. If he made up a story it would have been a bad one to make up because you put Dierker right there when everything happened.

Another thing to consider is the reasonableness of the testimony given and then also the demeanor of the witness on the stand. Now, in his opening Mr. Casey told you they had two defenses, it was a legitimate deal and alibi.

As to a legitimate deal their legitimate deal arises to the supreme heights of being the low influence peddler. What they say Stirone did is peddle his influence for 50 cents a square yard. That's per cubic yard. That's their defense. But look at the inconsistencies. I have pointed out some of them.

Stirone said, Mr. Casey said in his opening, that Dierker wanted a good tenant at his plant, he wanted Rider to be his tenant. That's why he wanted him to get

the contract. Rider had already signed a lease. He said Dierker was very interested in getting this contract. He wanted to sell the slag, he didn't want Dravo to sell the slag. Dravo was his competitor. You heard on the stand that Mr. Dierker knew he was going to sell the slag, regardless of which of the two bidders got the contract. So that wasn't the truth.

Then you were told that by August 27th, everybody knew who got the contract. Dierker obviously didn't. Then you were told that Mr. Rider had asker Mr. Dierker to put pressure on Pittsburgh Steel to get him this contract. Dierker when he was asked the question said, "Oh no, Rider never asked me to do that." Although it does raise one question: Why did Dierker if he had an in with Pittsburgh Steel, why didn't he use his influence with Pittsburgh Steel? Why didn't he say to Pittsburgh Steel, "You know Rider is going to be using our slag. This is your plant. Why don't you tell Ragnar-Benson to give the contract to Rider?" Why didn't he do that if he was so interested instead of taking him to Nick Stirone and getting him shaken down for 50 cents a cubic yard?

Now, what were the services rendered by Stirone? Well, he says he made two or three phone calls. He says he called Kassab or went to see Kassab once, called him again and assured him that the contract could be performed, could be serviced and also called Dierker once to see about it.

$31,000 is a pretty good pay for that sort of thing, I would think, for those three phone calls, and he says it was all over by the 6th.

You remember Kassab? Kassab says on the 19th or the 20th, as I recall, "I called up Mr. Rider and confirmed the order." He says, "On the 13th I wasn't sure." Remember Stirone's alibi? His alibi is that he left, he says he left for San Francisco on the 8th or 9th, again with that certainty, but he didn't, he left on the 10th, he was gone to the 20th.

His alibi puts him out of town, his alibi puts him out of town on the 13th when Kassab hadn't made up his mind yet as to who was going to get that ready-mixed concrete contract, he was in San Francisco observing a meeting of the A.F. of L. which hadn't even started yet, it didn't start until the 17th. He went out a week ahead of time to observe it, I think he went to some other kind of meeting beforehand, never did stay for this meeting. But he was out of town on the 13th. Kassab was undetermined on the 13th. He was still thinking maybe of batching it himself, although Rider had no way to know that. He didn't get back until the 20th, and by the 20th Kassab said he had confirmed the order to Rider.

So what did Stirone do for Rider? Nothing? What did he do? The only thing he did is, he interceded, he called up Kassab. Well sure, he called up Kassab. He was interested in Rider getting the contract. Kassab tells you that Stirone called him up. He would, he wanted to shake Rider down. The only way he was going to shake Rider down was if Rider got the contract. So naturally he had an interest in it. How and why you have heard the relations between Dierker and Stirone.

Now, the alibi effort, that fell flat as anything, although we heard great futures about how he was not here when the thing occurred, he got back in town on the 20th. Sometime between the 13th and the day after the 25th when the notice came is when that meeting took place. Since Stirone was out of town until the 20th, it is obvious that the meeting between Rider and Nicholas Stirone and Dierker out at Belle Vernon must have occurred between the 20th and a few days after the 25th, that is when it must have happened. Nobody can give any dates. The only one that can give any dates is Mr. Stirone and his date is so illogical you can't believe it, particularly in view of the fact he tells you the contract was awarded on the 6th and his own witness contradicts him. In fact, nobody

confirms anything he says and everything that he said so far in this trial that can be tied down is wrong. The only thing that hasn't been wrong is when he was born and we can't confirm that right now.

Look at the attack on the Riders. We are told that we threw smoke in your eyes by bringing in Doherty. The Doherty case had a logical reason for coming in here. It shows the design, scheme, the plan, the method of operation. So does Hawthorne.

What does the bankruptcy of Rider have to do with this? Just what does that have to do with it? It is like a person entering your home and stealing your television set, and when he is caught, he says, "Hey, you still owe money on the television set." That's exactly all the defense amounts to.

He says Mr. Rider says, "Stirone put me in bankruptcy." Mr. Rider never said that. Rider never mentioned it in his direct testimony. Mr. Casey asked him in cross examination, "Do you say that Stirone put you in bankruptcy?" And he says partially. Well, certainly the loss of $35,000 partially contributed to his bankruptcy and when they mention the $750,000, that's not a right figure. When you look at the record, you will know it is not a right figure because it represents primarily secured claims and what's a secured claim? That's when you bought a piece of equipment and have a chattel mortage on it, some other security for their debt. So the bankruptcy was nowhere near that.

Who threw him in bankruptcy? Duquesne Slag for $38,000. That's why he was thrown into bankruptcy and two smaller creditors. The $34,000 would have paid off Duquesne Slag almost completely. So did it contribute to his bankruptcy? You bet your life it contributed to his bankruptcy, and that's all he said.

So that little inquiry by Mr. Casey gave him the right to make all those long accusations that Mr. Rider was out

of town every week end, that Mr. Rider didn't take care of his business, he called him a playboy. He got into gambling activities. Now, what difference does that possibly make? If Mr. Rider was a bad businessman, he didn't have any right to extort money from him. If Mr. Rider was a playboy, and I say there is no evidence he is, you don't have any right to extort money. Whatever else might have gone wrong in Mr. Rider's business dealings, you have no right to extort money and that is the issue. And who is throwing smoke? Who is trying to make this into a trial of Rider? The defense is trying to. They tried to make it a trial of me. In one case they didn't even like the demeanor of the judge on the bench. They have attacked everybody.

MR. CASEY: Now if the Court please, I think there ought to be argument upon the facts. I have sat here and heard "Czar" and inflammatory remarks. I repudiate my agreement if I have to do this.

MR. TEITELBAUM: I thought that would happen.

THE COURT: Now—

MR. CASEY: I'd like to ask anybody else if you thought it would happen. You are doing too much thinking now.

THE COURT: Now:

MR. CASEY: Besides that, I want to call the Court's attention to the $760,000, that it was the value of the contract.

MR. TEITELBAUM: This is awful, Your Honor.

THE COURT: Mr. Casey, it's up to the jury to evaluate the facts. If there is any misquoting of the facts by either counsel, it's not your recollection, it's not Mr. Teitelbaum's recollection, but it's the recollection of the members of the jury as to what the facts are.

MR. TEITELBAUM: You will recall that's exactly what I told you when I started out. Please take your own recollection, if I said anything contrary to what you remember. It makes it difficult to argue, of course, when you are interrupted.

MR. Casey: Well, I apologize for interrupting. I held myself as long as I could and listened to unjust accusations.

MR. TEITELBAUM:
I think that the marshal ought to be called.

THE COURT: Mr. Casey, that's enough.

MR. TEITELBAUM:
In addition to all these wild claims about Mr. Rider being a playboy, being a bad business man, everything else that could have no possible connection with the case, look what else happened. Look at the vicious, unfounded, unjustified inferences that were raised about Mr. and Mrs. Rider's marital status, just consider those. Here's a man who married a woman who had a sixteen-year old daughter, a man who adopted that sixteen-year old daughter, a man who supported her. A woman who kept the entire books of his business in her own hand, not all of them, she had some assistance, but her devotion to her husband's cause is clear too.

Yet all sorts of innuendos were raised, even to the extent of asking what the period of appeal is after a divorce is granted in the State of Pennsylvania. Can you imagine making that kind of an innuendo in the midst of a law suit under the guise that you are checking the credibility of a witness?

Then the big story was told you Mr. Rider invested money in an apartment building and that apartment building wasn't successful. Now, just what is the implication from that? An innuendo was raised from the fact that when Mr. Rider got married he put his wife's name on the property. Now, if there is anything unusual about a

man when he gets married joining his wife's name along with his own on his property, I just don't know what that inference is and especially when there is nothing to indicate that Mr. Rider was insolvent at that time. The only evidence is that Mr. Myers on the stand said he was paying his bills pretty good up until the time when he met Nicholas Stirone.

Now, Mr. and Mrs. Rider were trying to answer the questions as honestly as they could while they were on the stand. Mr. Casey harassed them, he tried to embarrass them, but I think that you have the impression that those two people were trying under trying circumstances to tell you what happened, to the best of their recollection.

Now, let's remember, if you will for a moment, when the defendant got on the stand. Remember his arrogance. Remember how he said, "If it will please your ego, I will answer your question." The judge ruled that it was a proper question. Remember how he continually said, "For your information," until I asked, Please, for the information of the jury.

Remember how he got on that stand and gave a pat story under direct examination by Mr. Casey. Remember that he went back to 1917 and he gave you times and dates and places where he worked and what he did and how much he earned. Excellent memory. Remember, I said to him, "Did you come to Pittsburgh sometime in January of '52?" And he says, "I come sometime in January"—excuse me,

* * * * * * * *

Exhibit No. 10 (Purchase Order.)

RAGNAR BENSON, INC.
Engineers and Builders
239 Fourth Avenue
Pittsburgh 22, Pennsylvania

Job JK-1446
New 66" Hot Strip Mill
Pittsburgh Steel Company

Purchase Order
No. 1446-7

Ship to Ragnar Benson Inc.
C/o Pittsburgh Steel Company
Allenport Works
Allenport, Pennsylvania

The individual corporation or otherwise to whom this order is issued expressly agrees to accept the following conditions:

(1) The seller hereby agrees to indemnify and save harmless RAGNAR BENSON, INC., from all loss, costs, damage or expense by reason of infringement of any United States Letter Patent covering article purchased hereunder.

(2) If unable to fulfill any or all portions of work covered by this order notify us at once.

(3) Payments will be made by vouchers only. Drafts will not be honored.

(4) The seller specifically agrees that where labor is covered by this order said labor shall be fully covered

Exhibit No. 10 (Purchase Order.)

with Liability Insurance in accordance with State Laws and seller shall save harmless RAGNAR BENSON, INC., from any action arising by reason of injury or death to said labor.

(5) RAGNAR BENSON, INC., reserves the right to cancel all or any part of this order if not filled within the specified time.

SIGN AND RETURN DUPLICATE COPY OF THIS ORDER AT ONCE.

Pittsburgh, Pa. September 25, 1951

To RIDER SUPPLY COMPANY Charleroi 3-6311
Monongahela Avenue at Lock No. 4
Charleroi, Pennsylvania

This is your authority to furnish and deliver to project noted, TRANSIT READY-MIX CONCRETE as required. Slag aggregate concrete to meet requirements of ASTM Specification C-94-44. (To develop 3000# fc at 28 days)

Price—$11.75 per cu. yd.
FOB: Delivered to job site.
TERMS: 2% 15th Prox

"D.O. U-4 Certified Under CMP Regulation 6"

Invoice in 4 copies to 239 Fourth Avenue, Pittsburgh 22, Pa.

Price listed herein includes all taxes applicable whether Federal, State, City or others not mentioned

Exhibit No. 10 (Purchase Order.)

s/ Robert Ong
(Authorized Representative)

VENDOR WILL INDEMNIFY, SAVE HARMLESS AND DEFEND BUYER FROM ALL LIABILITY FOR LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY IN ANY MANNER ARISING OUT OF OR INCIDENT TO PERFORMANCE OF THIS ORDER AND WILL FURNISH BUYER WITH PROPER EVIDENCE THAT SELLER IS INSURED AGAINST SUCH LIABILITY. SELLER WILL INDEMNIFY, SAVE HARMLESS AND DEFEND BUYER FROM ANY AND ALL CLAIMS, DEMANDS OR SUITS MADE OR BROUGHT AGAINST BUYER ON ACCOUNT OF ANY OF THE TERMS OR PROVISIONS OF ANY APPLICABLE WORKMEN'S COMPENSATION LAW AND WILL FURNISH BUYER WITH THE PROPER EVIDENCE THAT CONTRACTOR IS INSURED AGAINST ALL LIABILITY MADE UNDER SUCH LAW. (Furnish Certificates of Insurance in 5 copies)

ALL materials to meet with the approval of the owners.

RAGNAR BENSON, INC.

By Robert Ong
(for J. G. Kassab, Vice President)

Accepted:
/s/ W. G. Rider, owner
R. Ong.

WEDNESDAY MORNING

June 5, 1957
10:30 a.m

THE COURT: You may open.

MR. TEITELBAUM: If it please the Court, Mr. Paletta will open for the Government.

MR. PALETTA: May it please the Court, and ladies and gentlemen of the jury, at this time it is the duty of Mr. Teitelbaum, my colleague in this case and myself to present to you the case of the United States of America vs. Nicholas A. Stirone. The defendant, Nicholas Stirone, has been charged by a Federal Grand Jury with a violation of Title 18 of the United States Criminal Code, Section 1951.

MR. CASEY: If the Court please, I object immediately to the opening statement. It is not the function of the Federal Grand Jury to charge anyone, but there's only sufficient evidence upon which a reasonable ground or cause—

MR. TEITELBAUM: If it please the Court, the indictment of the Grand Jury so charges.

THE COURT: That is the wording of the indictment.

MR. CASEY: I object to the use of the word "charged" as not being within the function of the Grand Jury. They only pass upon the prima facieness of the evidence.

THE COURT: That's the fact. There isn't any question about it. That's the wording of the indictment. Proceed, Mr. Paletta.

MR. PALETTA: Thank you, Your Honor. Now, ladies and gentlemen of the jury, the act with

which Mr. Stirone is charged with violating is commonly known as the Hobbs Act. This is an Act which deals with any interference to interstate commerce by threats or violence. Now, the formal indictment in this case is a six-paragraph indictment and the indictment charges the following;

Substantially Paragraph 1 states that the movement of material and supplies between states for the making of ready-mixed concrete to be used in the erection of a steel processing plant constitutes interstate commerce.

The second paragraph substantially states that William Rider, the victim in this case, was a party to a contract to supply ready-mixed concrete for the erection of a steel processing plant at Allenport, Pennsylvania, and in the course of the fulfillment of this contract, caused material and supplies to move in interstate commerce.

Third. The next paragraph substantially states that Nicholas A. Stirone during the times relevant in this indictment, was president of Local 1058 of the International Hod Carriers, Building and Common Laborers' Union. He was also president of the Heavy Engineering Railroad Contracting and Highway Construction Council of the American Federation of Labor. He was also president of the Laborers' District Council of Western Pennsylvania.

The fourth paragraph substantially states that Nicholas Stirone unlawfully interfered with interstate commerce in the Western District of Pennsylvania from about March of 1951 to about December of 1953 by the extortion of $31,274.13 from William G. Rider and that William G. Rider was induced to part with this money through fear of the wrongful use of labor disputes and through fear of the loss of his contract

to supply this ready-mixed concrete which I described above in Paragraph 2.

Now, the fifth paragraph then goes to spell out that Nicholas Stirone threatened and that he caused this William Rider to fear that the preparation and delivery of this ready-mixed concrete would be delayed or altogether prevented if his demands weren't met.

And the last paragraph, the sixth one, substantially charges that Nicholas Stirone threatened the oppressive action regarding the movement of material and supplies for the manufacture of ready-made concrete if his demands weren't met.

Now, these are the six paragraphs of the indictment. This is the formal indictment which was returned by the Grand Jury. Now simply what the Government has to prove to boil it down into simple language and what we intend to show is that a powerful labor leader, Nicholas Stirone, shook down a concrete supplier, William Rider, to the tune of about $31,000 and that this contractor, William Rider, was engaged in a business which affected interstate commerce. It boils right down to that.

Now, how does the Government intend to go about proving this indictment? We are going to prove this indictment beyond any reasonable doubt, ladies and gentlemen of the jury, in five steps. We are going to bring witnesses up here to the witness stand and you are going to see witnesses construct each and every one of these steps which are going to be constructed for your benefit to march along with.

Now, let's take the first step that's going to be constructed. We are going to use four witnesses to construct that first step. In this first step, we are going to show the concrete influence of Nicholas Stirone in Western Pennsylvania as a labor leader.

We are going to show that when Nicholas Stirone spoke, it wasn't a small still voice in the night that was speaking. We are going to show that it was a powerful influential man who didn't have to draw pictures for somebody.

We are going to do this, ladies and gentlemen of the jury, as I pointed out, through four witnesses. We are going to put on the stand an employee of the National Labor Relations Board who is going to produce documents showing Mr. Stirone's position in labor in Western Pennsylvania. We are going to put on the stand a representative of the Master Builders' Association of Pennsylvania. We are going to show the head of the Constructors Association of Pennsylvania. He is going to testify as to negotiations and as to dealings with Mr. Stirone and then we are going to put on Mr. Joseph Moreschi, the international president, the head, the national head of the Hod Carriers' Union. That will be your first step. We are going to show who Mr. Stirone was.

Next, get down to the second step. As we pointed out, this is the Hobbs Act and we have to show that there was some interference with interstate commerce before the Federal Government can step in, so we have got to show interstate commerce.

So the second step is going to show interstate commerce. We are going to have six witnesses. We are going to show you the broad footprint of interstate commerce in this case. We are going to show that there were plans for the erection of a steel processing plant at Allenport, Pa. This plant was to belong to the Pittsburgh Steel Company.

We are going to bring on the witness stand a representative of the Pittsburgh Steel Company. We are going to show you the proposal that he received from the prime contractor on the job. We are going

to show the documents sent back, the negotiations for the actual erection of the plant. We are going to show the plant was erected. We are then going to show that the prime contractor, Ragnar Benson, Incorporated, who was to build this plant, purchased their concrete from Rider, the Rider Supply Company, and then we are going to go back to show that the contract which Mr. Rider supplied to Ragnar Benson, the contractor who was erecting the plant, was made from sand, slag and cement, component parts.

So we are going to go ahead and show where the sand which went to make up this concrete was purchased. We are going to show it was purchased from the Duquesne Slag Company. We will have an officer of the Duquesne Slag Company with documents showing his purchase of this particular material. We are going to show where he bought his material and we are going to show how he received this material.

We are going to show that he or that is the company, purchased the sand from the Duquesne Sand Company. We are going to show that the Duquesne Sand Company sold substantially all the sand that they sold to this one company, Duquesne Slag and the Duquesne Slag bought about ninety per cent of the sand that they used '51 and '53 from the Duquesne Sand Company.

We are going to show where Duquesne Sand Company got the sand. We are going to show that the sand was dredged on the Ohio River in West Virginia. There was one boat that was doing the dredging, the Admiral. The Admiral was sailing the waters of the Ohio River dredging this sand in West Virginia and after the sand was dredged, Corps of Engineers' records will show where the sand was dredged, the location of the Admiral.

We will then show the transport of this sand by Crain Brothers and we will have Mr. Clifford Crain of Crain Brothers with documents to show the transport of sand to the Duquesne Slag Company and there you see this chain being forged link by link and you have your interstate commerce, your second step.

So now you have Step 1, your labor leader. Step 2, you have your interstate commerce. Now we get to step 3.

We are going to have two witnesses for you in Step 3. This step is the keystone of this whole stairway that we are constructing here. It is the crux of the case. We are going to put on the witness stand William Rider, the victim in this case. Mr. Rider will take the stand and he will testify to the fact that in late summer or early fall of 1951, he was supplying concrete to the Eichleay Company at Monessen which was working in one of the Pittsburgh Steel plants there.

We will show you he learned at that time that Pittsburgh Steel Company was preparing to construct a plant at Allenport. He was desirous, of course, of fostering his business and selling the concrete to this new plant that was being constructed and he learned that the prime contractor, the person who was going to do the construction of the plant, was this company, Ragnar Benson Company.

We are going to show how he got in contact, how he contacted Ragnar Benson Company, requested certain details regarding the proposal for bids. We are going to show that he made a bid to Ragnar-Benson Company. We are going to show that there was an oral acceptance of the bid, which is a custom of the trade in this business and later on, a purchase order, a formal written document confirming this earlier oral acceptance, was given. We are going to

show this all took place before the next phase of the testimony, that in the fall of 1951 one day he received a call at his office from a Mr. Robert Dierker. Mr. Dierker is the president of the Duquesne Slag Company.

The Duquesne Slag Company we are going to show is the company also that owned the ground, it owned the land and the equipment where Mr. Rider batched his concrete. He had a batching plant on the ground of the land of the Duquesne Slag Company. There he mixed the sand, the slag and the cement to make his concrete and the president of that company was Mr. Dierker and the plant was located at Belle Vernon, Pa.

We are going to show this one day while Mr. Rider is in his office, he receives this telephone call from Mr. Dierker. Mr. Dierker says, "There's somebody that wants to see you. Would you come to the batching plant? I want you to meet somebody."

So Mr. Rider goes and there in an automobile Mr. Dierker introduces him to Mr. Nicholas Stirone. At this time we are going to show that Nicholas Stirone, the defendant in this case, told Mr. Rider that he knew Rider had the contract to supply the ready-mixed concrete for Ragnar Benson in the erection of this steel processing plant at Allenport and that he wanted fifty cents a cubic yard for every yard of concrete that was supplied. Mr. Rider objected and at this time, think of Step 1. Pictures didn't have to be drawn and we are going to show he knew at this time who Mr. Stirone was. He objected. Mr. Stirone told him, "If I don't get 50 cents a cubic yard, I will see to it that you don't hold this contract to supply the ready-mixed concrete."

We are going to show that Mr. Rider started to walk away. Mr. Dierker was there. There was some

discussion had that he just had to go along with this proposition, perhaps some adjustment could be made on the sand and slag that was being sold to Mr. Rider. Finally, Mr. Rider realized that he had this investment in the batching plant, he had to have that contract because he wanted to get other work in the construction field at that time; finally determined to go along with the deal.

Regarding the manner of payment, we are going to show that Mr. Stirone wanted payment in cash. At this time definitely Mr. Dierker put his foot down and said, "Absolutely not, if I do have to pay the money it's going to go through my book and listed as an expense." Remember. By listing as an expense, it could be deducted as an income tax deduction and we are going to show then that that's exactly how it was listed on the books as commissions. We are going to show that payments were made by check by a series of checks all through '52 and all through '53.

We are going to show that a total of $31,274 was paid by check and you will note that towards the end of the contract, Mr. Rider had fallen behind in his payments and he still owed Nicholas Stirone $1,400. As he points out, he was being hounded for the $1,400.

He will testify the moment he went into bankruptcy and this was one of the contributing factors, he will state, one of the contributing factors that drove him into bankruptcy, he will state once he did go into bankruptcy, there was no further demand made upon him for the money, this extra $1,400.

Now think of the next step. I will get to that in a moment. First, I want to bring up one other witness and that is Mrs. Rider. Mrs. Rider was the bookkeeper for Mr. Rider. She was present at the office when Mr. Rider came back from this conver-

sation at Belle Vernon at which Mr. Dierker and Nicholas Stirone, the defendant, were present and he told her we are going to have to pay Nicholas Stirone 50 cents for every cubic yard of concrete that we deliver to the Allenport plant.

You can understand—you wait until you see the testimony or hear the testimony of Mrs. Rider, the explanation that had to be given, the normal explanation goes through everybody's mind—why? We are going to show his words, he had to explain to her, I can't hold the contract otherwise.

Now, she being the bookkeeper, it was her job to take care of this payment on the books. She will explain how she floundered and thought we will call it commissions. We will list it as commissions. She started then writing these checks each and every month. The checks were based upon the total cubic yards of concrete delivered that month, 50 cents per cubic yard and the checks were made out. She will testify that the checks were sent out, sent to Mr. Stirone's residence, Bigelow Apartments, some of them were sent to the Waldorf Astoria Hotel in New York, some were sent down to Florida, various places.

She will further testify that at times she fell behind in her payments. Calls would come to Mr. Rider, calls would come to Mrs. Rider, calls would come from Mr. Stirone and calls would also come from Mr. Robert Dierker, the man who was present that day, inquiring as to the delay in the payment of these moneys.

Now we get to the next step, the fifth step. I told you to keep this step in mind. Remember I told you he owed him $1,400. The fifth step is going to be records of the referee in bankruptcy and the receiver in bankruptcy. We are going to put those people on the witness stand with their records and those records

will show claims put forth by creditors of Mr. Stirone, people to whom Stirone owed money. —I am sorry, people to whom Mr. Rider owed money. Excuse me for using the word Mr. Stirone. The bankruptcy was that of Mr. Rider, he went into bankruptcy and naturally when you go into bankruptcy, your creditors come and put their claims forth.

We will show you—you can search those records —you won't find any claim in those records put forth by Mr. Stirone for his $1,400 and lastly, ladies and gentlemen of the jury, the fifth step in this case will be to show that this was not an isolated instance.

We are going to show that this was a pattern of conduct on the part of Mr. Stirone. Other instances will be brought to your attention. You will hear other testimony, ladies and gentlemen of the jury. You will know the Government, having constructed these five steps for you, will have presented its entire case for your consideration, at which time you can retire to deliberate, walk up these steps and reach a just verdict in the case. Thank you, ladies and gentlemen.